

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, April 15, 2025

Page 1 of 3

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 #05-23848-0002; Three Rivers Resort Inc dba Three Rivers Resort; 6/21/2025 to 6/21/2026
- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

8:32 am

- Call to Order
- A Resolution Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
 1. March 18, 2025 Regular Meeting
 2. April 1, 2025 Regular Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Administrative Services Agreement; Imagine360 Administrators, LLC; Human Resources; 1/1/2025 to 12/31/2025
 2. Plan Document and Summary Plan Description for Gunnison County, Colorado; Cost Plus Plan; Imagine360; Human Resources; 1/1/2025 to 12/3/2025
 3. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Bureau of Land Management Alternate; Andrew Stokes; Remainder of term through 2/1/2026
 4. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Colorado Parks and Wildlife; Kathy Griffin; Remainder of term through 2/1/2026
 5. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Fish and Wildlife Service; Angela Trnka; Remainder of term through 2/1/2026
 6. Acknowledgment of Appointment; Sustainable Tourism and Outdoor Recreation Committee; Bureau of Land Management; Brian Brown; Remainder of term through 2/1/2027
 7. Acknowledgment of County Manager's Signature; Amendment to Owner-Engineer Agreement; 2302-00790-01 Amendment No. 01; KLJ Engineering LLC; Public Works; 4/1/2025 to 12/31/2025; \$60,850
 8. Acknowledgment of County Manager's Signature; County Aid Agreement; Somerset Water Treatment Plan Upgrade; 1/1/2025 to 12/31/2025; \$20,000

*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.*

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9. Acknowledgment of County Manager's Signature; Ground Lease Agreement; GBIP Master Lease LLC; 2/1/2025 to 2/1/2045
10. Award Letter; Grant No. G-202410-06069; Health and Human Services; 4/1/2025 to 3/31/2028; \$66,500
11. Quote Summary; Axon Enterprise, Inc; Sheriff's Office; 7/1/2025 to 6/31/2030; \$99,586.34
12. Acknowledgment; Option Letter #1; Contract No. 2022*2745; Juvenile Services; 3/24/2025 to 6/30/2025; \$34,204
13. Grant Application; Temple Hoyne Buell; Gunnison/Hinsdale Early Childhood Council; Health and Human Services; 9/1/2025 to 8/31/2025; \$30,000
14. Grant Application; Colorado Statewide Parent Coalition; Gunnison/Hinsdale Early Childhood Council; Health and Human Services; 7/1/2025 to 6/30/2025; \$42,002.09
15. Acknowledgment; State of Colorado Intergovernmental Grant Agreement; EIAF-25-027; 3/21/2025 to 4/30/2027; \$200,000
16. Contract Amendment #5; Contract No. 23 IBEH 174456; Sheriff's Office; 7/1/2022 to 6/30/2026; \$TBD
17. Joint Provider Agreement; Colorado Medical Society; Juvenile Services; 4/23/2025; \$3,000
18. Acknowledgment of County Manager's Signature; Amendment No. 2; Professional Services Agreement; MGT Impact Solutions, LLC; 3/7/2023 to 10/31/2025; \$6,150
19. Service Order; 20250403-220820661; Visionary Broadband; Mountain View Apartments; 4/3/2025 to 4/2/2030; \$89,820
20. Grant Request; Next50; Health and Human Services; 2025-2026; \$20,000
21. Order Form; Policy Confluence, Inc (Polco); Administration; 5/25/2025 to 5/24/2027; \$21,300
22. Amendment to Grant Agreement; Federal Award No. 693JJ32340157 Amendment No. 0001; 6/13/2023 to 4/15/2025; \$52,572.79
23. Second Amendment to Professional Services Agreement; CBS Accounting; 10/30/2024 to 4/30/2025; \$2,000
24. Confirmation of Purchase/Sale Agreement; Suncor Energy; Public Works; Confirmation No. GNC-5541-20250401-23690; 4/1/2025 to 12/31/2025; \$670 per ton
25. Acknowledgment; Option Letter #4; Contract No. 2023*2302; 3/24/2025 to 6/29/2025; \$11,500
26. Professional Services Agreement; Black Dragon Development; Facilities; 1/1/2025 to 12/31/2025; \$497,000
27. Development Improvements Agreement; Terra Vista Subdivision; Attorney's Office
28. Trade Contractor Agreement; Spallone Construction, Inc; Facilities; 4/15/2025 to 12/31/2025; \$235,503
29. Trade Contractor Agreement; United Companies; Facilities; 4/15/2025 to 12/31/2025; \$208,400

8:40 am

- A Resolution Amending the Gunnison County Budget for Fiscal Year 2024 and Amending the Appropriation Resolution

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2022 & 2023; R030724; Parcel No. 3255-120-02-044; Lot F River Bend Subdivision; Brian Watts

9:00 am

- Department of Local Affairs; Best and Brightest Management Fellowship Program Memo

9:05 am

- Minor Impact; LUC-24-00053; Dunbar Family Partnership Subdivision; A Resolution Concerning LUC-24-00053, a Land Use Change Permit Application for a Minor Impact Land Use Change for a 2-Lot Subdivision Located on Parcel #3787-000-00-109 and Legally Described as Township 49 North, Range 1 West, New Mexico Principal Meridian: a Tract of Land Located within the E1/2 Of Section 10, and in the W1/2 of Section 11, Township 49

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North, Range 1 West of the New Mexico Principal Meridian, said Tract of Land also being a Portion of Parcel 1 of the Dos Rios Ranches, Inc. as Described in Book 385 at Page 294, According to the Deed Recorded September 9, 2016 at Reception No. 641870, County of Gunnison, State of Colorado

9:10 am

- A Resolution Amending Resolution No. 22-21 Schedule of Fees for the Community Development Department Permit Applications; Amending Resolution No. 17-12 for Gunnison Sage-Grouse Review Fees; and Amending Resolution No. 11-17 for Oil and Gas Operation Application Fees

9:30 am

- Vouchers and Transfers
- Treasurer's Report
- **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

10:00 am

- BREAK

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

10:10 am

- (See separate agenda)

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 #05-23848-0002; Three Riv

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Three Rivers Resort Inc dba Three Rivers Resort

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/2/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/2/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #05-23848-0002

**to sell/Fermented Malt Beverage and Wine for on/off premises
consumption in the County of Gunnison, Colorado.**

THREE RIVERS RESORT INC DBA THREE RIVERS RESORT

130 COUNTY ROAD 742 BLD B

ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 06.21.25 - 06.21.2026

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.

Kathy Simillion 3-24-25

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

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

**THREE RIVERS RESORT INC
dba THREE RIVERS RESORT
130 COUNTY RD 742 BLD B
ALMONT CO 81210-9604**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 05-23848-0002	License Expires at Midnight June 21, 2026
License Type FERMENTED MALT BEVERAGE ON/OFF (COUNTY)	
Authorized Beverages FERMENTED MALT BEVERAGE	

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. 3/31/2025 RM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

THREE RIVERS RESORT
PO BOX 339
Almont CO 81210-0339

received
3-24-2025

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	367.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$367.50

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

THREE RIVERS RESORT INC

Doing Business As Name (DBA)

THREE RIVERS RESORT

Liquor License Number

05-23848-0002

License Type

Fermented Malt Beverage On/Off (county)

Sales Tax License Number

05238480002

Expiration Date

06/21/2025

Due Date

05/07/2025

Business Address

Street Address

130 COUNTY RD 742 BLD B

Phone Number

9706411303

City, State, ZIP Code

ALMONT CO 81210-9604

Mailing Address

Street Address

PO BOX 339

City, State, ZIP Code

Almont CO 81210-0339

Email

office@3riversresort.com

Operating Manager

Mark Schumacher

Date of Birth

3-11-53

Home Address

Street Address		Phone Number
130 Co Ra 7 12		970-641-1303
City	State	ZIP Code
Almont	CO	81210

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

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

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

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

3. Are you renewing a takeout and/or delivery permit?..... Yes 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

4. 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 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 No

5. 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.

6. 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.

7. 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.

8. 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.

Three Rivers Smokehouse License # 0306291

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

Mark Schumacher

Title

President/owner

Signature

[Handwritten Signature]

Date (MM/DD/YY)

3-20-25

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

Kathy Semillio - County Clerk

Signature

[Handwritten Signature]

Attest

[Handwritten Signature]

Date (MM/DD/YY)

3-24-2025

Name (Individual/Business)

Three Rivers Resort Inc

Social Security Number/Tax Identification Number

84-0907205

Home Phone Number

Business/Work Phone Number

970-641-1303

Street Address

130 County Road 742

City

Almont

State ZIP Code

CO

81210

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

Mark Schumacher

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



3-20-25

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).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Amending the Gunnison River Valley Local

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2024 Budget Amendments for Gunnison County and LMD

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 4/8/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/15/2025

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2025-__

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL
MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE
APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for the Gunnison River Valley
Local Marketing District for fiscal year 2024 certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley
Local Marketing District, that a supplemental budget and appropriation resolution be adopted
in the following respects:

1. Local Marketing District Fund. The revenues are increased in the amount of \$51,010 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$51,010 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 Gunnison River Valley Local Marketing District, 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. 2023-1 and 2023-2 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this 15th day of April 2025.

GUNNISON RIVER VALLEY LOCAL
MARKETING DISTRICT

By _____
Laura Puckett Daniels, Chairperson

By _____
Elizabeth Smith, Vice-Chairperson

By _____
Jonathan Houck, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
91810000	44022		INCREASE BUDGET	BJE 574		51,010.00		91	REV
			LMD FUND REVENUES		-	51,010.00	(51,010.00)		
91810000	57324		INCREASE BUDGET	BJE 574	51,010.00				
			LMD FUND EXPENDITURES		51,010.00	-	51,010.00	91	EXP
			GRAND TOTAL		51,010.00	51,010.00	-		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes 3/18/25

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes 3/18/25

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 18, 2025**

The March 18, 2025 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:

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

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:30 am.

CONSENT AGENDA: **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the consent agenda of the Gunnison County Local Liquor Licensing Authority as presented this morning. Motion carried unanimously.

1. Alcohol Beverage License #03-06291; Three Rivers Smokehouse dba Three Rivers Smokehouse; 4/17/2025 to 4/17/2026
2. Alcohol Beverage License #03-02906; Irwin Backcountry Guides LLC dba Movie Cabin; 5/20/2025 to 5/20/2026
3. Alcohol Beverage License #03-02907; Irwin Backcountry Guides LLC dba Parking Barn; 5/20/2025 to 5/20/2026

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT AGREEMENT; MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE; 1/1/2025 TO 12/31/2025; \$25,000 Senior Operations Accountant (SOA) Lupita Halligan was present for discussion.

SOA Halligan relayed that in 2024 the local marketing tax that was collected was \$26,890 and for 2025 they are suggesting a payment of \$25,000 in four installments. CM Birnie clarified they the County signed an agreement last year for more money than was collected, but the contract specifies that the County will only transfer the amount actually collected. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Gunnison River Valley Local Marketing District Agreement with the Marble Crystal River Chamber of Commerce as presented and authorize the Chair's signature on the document. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison River Valley Local Marketing District at 8:35 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:35 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the regular meeting minutes for March 4, 2025 as presented. Commissioner Houck abstained from voting because he was absent last meeting. Motion carried unanimously.

1. March 4, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Resolution; Authorizing a Temporary Weight Restriction for a Portion of County Road 38 also known as Gold Basin Road
2. Resolution; Authorizing a Temporary Weight Restriction for a Portion of County Road 734 also known as Slate River Road
3. Contract Amendment #3; Contract No 24 IBEH 183800; Juvenile Services; 9/11/2023 to 6/30/2025; \$698,862
4. Scope of Work Amendment; Cover All Coloradans Community Health Ambassador Program Agreement; 2/1/2025 to 6/30/2025

5. Ratification of Commissioner Houck's signature; Stirrup Bar Ranch Letter of Support; Great Outdoor Colorado Trust Fund's (GOCO) Land Acquisition Grant Program
6. Amendment 1; Charter Airline Operating Agreement and Lease of Airport Facilities; 6/1/2025 to 5/31/2026
7. Grant Application; Caring for Colorado Foundation; Health and Human Services; 7/1/2025 to 12/31/2026; \$125,000
8. Resolution; Authorizing an Intergovernmental Agreement Between the County of Gunnison, Colorado, the City of Gunnison, Colorado and the Colorado Department of Transportation (CDOT) Regarding United States Highway 50 Access Control Plan and Colorado Highway 135 Access Control Plan

COUNTY MANAGER'S REPORTS:

1. Sawtooth Phase 2 – CM Birnie noted they are on track to move people in after the Ribbon Cutting in April. There continues to be some outside work to finish but the inside looks fantastic.
2. Somerset Water District – CM Birnie stated the Somerset Water District is working with the Department of Local Affairs (DOLA) on writing a new service plan which will eventually come to the Board. They would like to take over the park maintenance which would include ownership, however, there will be some reversionary clause to have it come back to the County if something were to fail.
3. County Housing – Commissioner Puckett Daniels noted that she has heard conversations of community members being very excited about the opportunity for County Housing.
4. Whetstone – CM Birnie relayed that Whetstone had its kickoff last week on the actual construction and that the County is working with a solid organization in Moss Construction. CM Birnie then expressed the demand is there for more housing due to the construction company getting calls and emails about how to sign up to get into Whetstone.

RECESS: The meeting recessed from 8:46 am until 8:51 am in order to hold the below two Public Hearings.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEAR 2023; R007698; PARCEL NO. 3525-000-00-174; 59 MINING CLAIMS IN QUARTZ CREEK MINING DISTRICT; MYRNA DODD Appraiser III Chris Nutgrass and Appraiser III Bob Blackett were present for discussion.

1. Open Public Hearing. Commissioner Puckett Daniels opened the Public Hearing at 8:46 am.
2. Public Notice Confirmation. Commissioner Puckett Daniels confirmed that the Public Hearing had been properly publicly noticed.
3. Identify Ex Parte Communications. There were no ex parte communications identified.
4. Staff Presentation. Appraiser Nutgrass relayed this is different than normal since it is more than \$10,000 it has to go through the Board. The Assessor's recommend the refund due to the mining claims being valued as one large piece instead of individually due to a conservation easement.
5. Applicant Presentation. The petitioner was not present.
6. Board Questions. There were no questions from the Board.
7. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 8:47 am and there were no public comments.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. The petitioner was not present.
10. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 8:48 am.

Moved by Commissioner Houck, seconded by Commissioner Smith to approve the adjustment based on the criteria applied by the Assessor's office and adjust that as recommended from today's information. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEAR 2023; R070956; PARCEL NO. 4045-000-00-062; 283.22 ACRES IN SECTION 32 & 33, TOWNSHIP 47N, RANGE 6W; SKYJACK RANCH LLC Appraiser III Chris Nutgrass and Appraiser III Bob Blackett were present for discussion.

1. Open Public Hearing. Commissioner Puckett Daniels opened the Public Hearing at 8:49 am.
2. Public Notice Confirmation. Commissioner Puckett Daniels confirmed that the Public Hearing had been properly publicly noticed.

3. Identify Ex Parte Communications. There were no ex parte communications identified.
4. Staff Presentation. Appraiser Nutgrass relayed the reason why this is brought to the Board is the same as before. However, this is for an agricultural reclassification as the petitioner has supplied sufficient evidence that showed continue agricultural use of the property. CA Hoyt commented this is not binding and can be changed for any future assessment.
5. Applicant Presentation. The petitioner was not present.
6. Board Questions. There were no questions from the Board.
7. Public Comments. Commissioner Puckett Daniels opened the Public Hearing to comments at 8:50 am and there were no public comments.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. The petitioner was not present.
10. Close Public Hearing. Commissioner Puckett Daniels closed the Public Hearing at 8:51 am.

Moved by Commissioner Houck, seconded by Commissioner Smith to approve the changing classification presented this morning for Skyjack Ranch, LLC based on the criteria and the information provided by the Assessor's Office. Motion carried unanimously.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (CONT'D):

PLAT SIGNATURE; LUC-24-00035; GRAHAM SUBDIVISION Planning Director (PD) Hillary Seminick was present for discussion.

PD Seminick relayed there have been no substantive changes since approval. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the plat subdivision for LUC-24-00035, and authorize the Chair's signature on the plat. Motion carried unanimously.

LOT CLUSTER; LUC-24-00052; GUNNISON BANK & TRUST COMPANY Planning Director (PD) Hillary Seminick and Christopher Klein were present for discussion.

PD Seminick explained this is a lot cluster for two parcels within the Pioneer Plaza Commercial Townhome area of CB South to accommodate the Gunnison Bank & Trust intended designs. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Lot Cluster LUC-24-00052 for Gunnison Bank & Trust Company as presented this morning and authorize the signature of the full Board on the documents. Motion carried unanimously.

BOUNDARY LINE ADJUSTMENT; LUC-24-00051; PROFFITT Planner Jena Greene and Attorney Jacob With were present for discussion.

Planner Greene noted the Proffitt's would like to adjust the boundary line to make the larger parcel larger and have the smaller be intended for residential. Commissioner Puckett Daniels asked if the lots shown were actually the one parcel to which Planner Greene confirmed. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the Boundary Line Adjustment for LUC-24-00051 and authorize the Chair's signature on the plat. Motion carried unanimously.

RESOLUTION; ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN INDUSTRIAL PARK Assistant County Manager (ACM) for Public Works Martin Schmidt was present for discussion.

ACM Schmidt relayed this is an annual adjustment that is formulaic based on the policy. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-14, Adjusting the Ground Rent for the Use of Premises at Gold Basin Industrial Park and authorize the signature of the full Board. Motion carried unanimously.

RESOLUTION; AUTHORIZING A TEMPORARY CLOSURE FOR A PORTION OF COUNTY ROAD 10 ALSO KNOWN AS WALKER LANE AT GUNNISON COUNTY BRIDGE #GUN10-01.20 Assistant County Manager (ACM) for Public Works Martin Schmidt was present for discussion.

ACM Schmidt stated this is for a bridge near the north end of County Road 10 and it is rated well for structure, but the bridge deck is deteriorating and needs to be replaced. Commissioner Houck confirmed it would be faster to close it, fix it, and then reopen. ACM Schmidt then relayed that they have a conservative length of closure but will open the bridge up sooner if the work is completed sooner. He stated he will also be contacting the larger property owners and put an ad in the paper as well as providing advanced signage for the work starting on April 21st. Commissioner Puckett Daniels confirmed that property owners will have continuous access to their property. **Moved** by Commissioner Smith, seconded by Commissioner Houck to

approve Resolution 2025-15, a Resolution Authorizing a Temporary Closure for a Portion of County Road 10 also known as Walker Lane at Gunnison County Bridge as stated in the resolution. Motion carried unanimously.

AMENDMENTS TO THE CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS, AKA THE CB SOUTH COMMERCIAL AREA MASTER PLAN (CAMP); LUC-24-00006; RESOLUTION APPROVING AN AMENDMENT TO THE CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS Planning Director (PD) Hillary Seminick, Property Owner's Association Attorney Beth Appleton, and Property Owner's Association Manager (POA) Derek Harwell were present for discussion.

PD Seminick stated while there looks to be a lot of changes, there aren't many fundamental changes. CA Hoyt noted these regulations are unique and allows the Board's delegation of its Land Use Authority to the Crested Butte South Property Owners Association (POA) which is also unique. The application was submitted around this time last year and minor tweaks were requested by the POA to which the staff recommended amending the regulations. PD Seminick noted the main shift is to change from the Crested Butte South Commercial Area Master Plan (CAMP) to the Crested Butte South Special Area Regulations which is in alignment with the Land Use Regulations (LUR).

POA Attorney Appleton stated this was drafted by an attorney with the POA before she being involved. She also asked for clarification on why the document will be owned by the County to which CM Birnie replied it is because the County has the Land Use Authority. She then asked CM Birnie if the County requested the POA hire an attorney to write this document to which he replied the County did not. POA Attorney Appleton then asked some clarifying questions regarding the history of these documents. CA Hoyt noted the document melds the two different set of laws to where the POA acts like a quasi-governmental entity and well as stating the Tyzzer Litigation resulted in the creation of the Board of Adjustment. Furthermore, the change in the CB South Special Area Regulations is reflected to ensure compatibility with LUR and the Board has the power to amend or repeal the regulations. However, any other changes are policy decisions for the Board to consider.

PD Seminick relayed she used as light of a touch as possible when addressing the litigation issues and the cleanup of the document which include a deletion of aspirational standards that are not enforceable. Commissioner Smith expressed her gratitude for the amount of work that went into the document revision and the discussion. Commissioner Puckett Daniels asked if the POA Board of Directors also reviewed this document to which POA Manager Harwell replied they have. PD Seminick clarified that the Covenants and the Regulations are not merging and they are separate documents. Commissioner Smith confirmed they were not making large value changes and POA Manager Harwell agreed. CA Hoyt reiterated that the changes to the Special Area Regulations are intended to reflect the changes that were approved to the LUR, some of which were substantive land use policy decisions. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-16, a Resolution Approving an Amendment to the Crested Butte South Special Area Regulations. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Finance Director Ana Canada presented the voucher approval report dated February 18, 2025 and the cash transfer authorization dated February 2025 for discussion and approval. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the vouchers in the amount of \$4,700,188.30. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the cash transfers in the amount of \$8,478,838.22. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: Commissioner Puckett Daniels presented the February 2025 Treasurer's report, and an investment report dated February 2025 in County Treasurer Debbie Dunbar's absence for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Treasurer's Report as presented and authorize the Chair's signature. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. Oasis RV Resort – James Postelt is one of the managers for Oasis RV Resort. He explained Mark Rogers came to the Board last year asking about the possibility of being open year-round and he was looking for any updates. Mr. Postelt relayed that they mainly get inquiries from traveling health workers and Ms. Postelt commented they have also sent all the information on their water and sewer pipe depth to the Community and Economic Development Department. Commissioner Smith noted that this does have to be done thoughtfully and appreciates them coming back in to revisit the issue. CM Birnie confirmed he will be in touch with them regarding this.

RECESS from 10:06 am to 10:14 am for a break and then from 10:14 am to 10:37 am to have the Gunnison County Board of Health regular meeting.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 10:14 am.

BOARD OF HEALTH MEMBER CDPHE TRAINING

Deputy Health and Human Services Director (DHHS) Brad Wheaton stated that CDPHE has released their annual training for the Local Board of Health which is required for all Board of Health members. It is about 90 minutes and can be done in three ways which are live, facilitated, or computer based. DHHS Wheaton relayed he will resend it to everyone so it's on top of their email.

CONSUMER PROTECTION

Wellness/Enforcement Services Manager (WESM) Betsy Holena explained they have two retail inspectors who had 236 inspections and only closed three. She relayed they also had a lot of progress on the voluntary National Retail Food Pro Standards and met four standards this past year with the most notable being standard five which is a response to foodborne illness in our community to which they proved they could respond to such outbreaks. WESM Holena expressed Gunnison County is recognized on the FDA website for meeting standards one, two, five, and seven. However, they are working on standard nine which is to identify risk in the community based on a five year long study and they are in year two of that.

WESM Holena highlighted Medicare and Medicaid care coordination and stated they are in phase two of that which dictated they contract with Rocky Mountain Health Plans. She then relayed that phase three begins on July 1st which might come with a change to the contract that they'll know more about in the coming months and how it would impact the team. Dr. Tarr explained about the Community Resource Network and how he desires to have this implemented in the coming years to prevent redundancies and fill gaps. Commissioner Puckett Daniels commented that in the meantime, the services provided helps fill that. WESM Holena stated they have done a lot of work with the Child Welfare Team to implement some facets of the Family First Act around funding for qualified residential treatment.

SENIOR SERVICES

WESM Holena noted they had 75 referrals last year, which is an increase from 63 the previous year in Adult Protective Services. They also had 19 cases opened and only had one reopened for the past year. The team is comprised of three members, two part-time and herself, but they seem to be managing the needs currently. Commissioner Puckett Daniels asked about the ratio of referrals to cases and if it is appropriate. WESM Holena replied she would have to investigate it more deeply, but she believes the increase is due to a combination of the aging population as well as the outreach they've been doing. CM Birnie stated that mandatory reporting may also play a role.

GUNNISON COUNTY BOARD OF HEALTH SCHEDULE AND MEETING TOPICS APPROVAL

Commissioner Smith noted there are systemic items rolling through and would like to keep an eye on those. DHHS Wheaton noted they can adjust topics as needed as there are any legislation or budget impacts. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the Board of Health schedule and meeting topics as presented today. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the Gunnison County Board of Health meeting at 10:37 am and immediately reconvened the Gunnison County Board of County Commissioners Regular Meeting.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (CONT'D):

COMMISSIONER ITEMS: This was moved in order to hold the Board of Health meeting on time.

Commissioner Houck:

1. Washington D.C. – Commissioner Houck explained he missed the March 4th meeting due to testifying to the Senate Department of Agriculture Subcommittee on Forestry about the Fix Our Forest Act and the impacts due to the gutting of the land management agencies, Forest Service, BLM, Park Service and Bureau of Reclamation. He stated he did provide an editorial to Gunnison Country Times, but he believes the real challenge is going to be for us on the ground this summer and he will continue to work with Senator Bennet on the legislative piece.

While in Washington D.C., Commissioner Houck also met with Senator Hickenlooper and his staff and spoke to Congressman Hurd's Legislative Director to provide some input. Commissioner Houck relayed that a couple days ago, Congressman Hurd introduced a piece of legislation called the Productive Public Lands Act which one of the goals of that is to rescind all the Bureau of Land Management Resource Land Management Plan Amendments that have been made in the last couple years. These include items from Gunnison County that have been through robust public processes that were not contested in court. Commissioner Houck expressed he does want to hear from Congressman Hurd directly.

Commissioner Houck explained that seven probationary folks were fired from Gunnison Ranger District on top of having 20 openings, as well as typically hiring around 25 seasonal positions which brings the office 50 short of what they would typically be going into the season with.

Commissioner Houck also named several other entities with the same issue. However, he noted that the Washington D.C. discussions explained that if your actual job is with fire, you were not fired, but 70% of the folks fired in Colorado were red card holders which means they are trained in some element of firefighting. He relayed that due to forced retirements, Grand Mesa, Uncompahgre and Gunnison National Forest Supervisor Chad Stewart is now managing the Medicine Bow-Routt National Forests as well while losing staff. Lastly, Commissioner Houck explained that a large concern is that folks that are left are feeling demoralized and overloaded as well as impacting students from pursuing education in these areas.

2. HB 1177 Roundtable – Commissioner Houck relayed he attended a meeting and will update with other water updates.
3. National Association of Counties (NACo) – Commissioner Houck explained he is paying attention to NACo’s position on things. He believes there may be discussions on how to participate in CCI Public Lands.
4. City Council Joint Meeting – Commissioner Houck stated that all Commissioners attended and there was a lot of common ground.
5. Rocky Mountain Biological Laboratory (RMBL) – Commissioner Houck relayed he is working to determine the impact from the Federal hiring freeze will have on their research and is speaking with the Tourism and Prosperity Partnership Board (TAPP) regarding it.
6. Lindsay Beltchenko – Commissioner Houck stated he had a meeting with her to talk about the big picture.

Commissioner Smith:

1. Joint meeting with Chambers of Commerce and TAPP – Commissioner Smith attended meeting on the 5th. There was a discussion regarding where the Chambers were considering merging as well as the work TAPP does and doesn’t do. Another discussion was for the Chambers to map out their policy goals and strategic plans.
2. Legislation – Commissioner Smith stated that some Board of Health topics are conversations that are helpful in giving feedback to the Joint Budget Committee (JBC). During Counties & Commissioners Acting Together (CCAT) one of the conversation points was to exercise the values and philosophies on budget items that were felt to be more important to protect. Commissioner Smith relayed there isn’t a ton happening due to not having funds but wanted to put a forthcoming Joint Budget Committee decision, House Bill 25-1286, House Bill 23-1296, County Lodging Tax Expansion, House Bill 25-1097, House Bill 25-1099, Senate Bill 25-48, and House Bill 25-1044 on their radar. CA Hoyt asked if the General Assembly is being reminded that in State law there is an unfunded mandate statute. Commissioner Smith answered she believes that is a cornerstone of Colorado Counties, Inc. Steering Committees’ (CCI) foundational argument for a lot of their pushback.
3. Child Welfare Allocation Committee – Commissioner Smith noted they are going over allocation formula options and asked CM Birnie who she should go to for feedback for the County. CM Birnie recommended soliciting feedback through Assistant County Manager for Health, Human and Safety Services Joni Reynolds.

Commissioner Puckett Daniels:

1. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels relayed STOR is redoing their strategic plan.
2. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels stated the Gunnison Valley Regional Housing Authority is running smoothly and financials are running cleaner than they’ve been. She also commented that the lottery and qualifying process for Sawtooth went smoothly.
3. Crested Butte Town Council – Commissioner Puckett Daniels stated she had a phone call with some of the Town Council folks about some of the limitations of moratorium but was told they had a discussion at the Council Meeting the night before.
4. City Council Joint Meeting – Commissioner Puckett Daniels thanked the County and City staff for the productive joint meeting.

EXECUTIVE SESSION, PURSUANT TO C.R.S. § 24-6-402(4)(B): CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO IN RE MCCLLOUD PLACER, LLC, GUNN. CNTY. DIST. CT. CAUSE NO. 2024CV030004 (INCLUDING APPELLATE CASE 24CA002019), MCCLLOUD PLACER LLC V. GUNNISON CNTY. BD. OF CNTY. CMRS., GUNN. CNTY. DIST. CT. CAUSE NO. 2024CV30002 (INCLUDING APPELLATE CASE 24CA001290), AND 24CV30031, MCCLLOUD PLACER LLC V. THE BD. OF ADJUSTMENT FOR GUNNISON COUNTY ET AL Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck to go into Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(b) for conferences with the Attorney or Deputy County Attorney for Gunnison County for purpose of receiving legal advice related to the McCloud Placer, LLC, Gunnison County District Court, case number 2024CV30004 and because we will be receiving legal advice, we will not have a concurrent recording. Motion carried unanimously. Commissioner Puckett Daniels stated the folks that will be in that Executive Session are County Attorney Matt Hoyt, the full Board of County Commissioners, County Manager Matthew Birnie, and Deputy County Attorney Alex San Filippo-Rosser.

The board went into executive session at 11:23 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Laura Puckett Daniels, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck to go out of Executive Session. I will note for the record that we stayed on topic, and the folks that were in the room were as I read into the record at the start of the Executive Session. So, at this time, I am moving that we exit the Executive Session. Motion carried unanimously. The Board came out of executive session at 12:04 pm.

Moved by Commissioner Houck, seconded by Commissioner Smith to accept the settlement agreement that has been proposed and that we authorize the Chair's signature on the settlement agreement for the cases that were read into the record that we entered an Executive Session for. I think that we've reached a strong conclusion. I think that we have compliance with our land use code and that was the goal there, and that the settlement reflects that, and has been agreed upon by both parties. CA Hoyt noted for the record that entrained in that is direction to the County Attorney's Office, to execute all additional documents to dismiss the case, pursuant the settlement, the stipulation the parties will execute. The motion was amended to include the language that we just heard from the County Attorney. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 12:06 pm.

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, 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 THE COUNTY OF GUNNISON, COLORADO**

RESOLUTION NO. 25-11

**A RESOLUTION AUTHORIZING A TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF
COUNTY ROAD 38 ALSO KNOWN
AS GOLD BASIN ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter "County Road 38"), that has deteriorated and there is resource damage; and

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, a temporary weight restriction to all users has been recommended during winter thaw and spring runoff; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38; and

WHEREAS, weight restriction of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that a certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall have a 10 ton weight restriction imposed on that portion of County Road 38 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 18th day of March 2025.

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. 25-12

**A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF
COUNTY ROAD 734 ALSO KNOWN
AS SLATE RIVER ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter "County Road 734"), that has deteriorated and there is resource damage; and

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended during winter thaw and spring runoff; and

WHEREAS, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restrict of a 15 ton load limit per vehicle for that portion of County Road 734; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 18th day of March 2025.

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, STATE OF COLORADO RESOLUTION NO. 2025-13**

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF GUNNISON, COLORADO, THE CITY OF GUNNISON, COLORADO AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING UNITED STATES HIGHWAY 50 ACCESS CONTROL PLAN AND COLORADO HIGHWAY 135 ACCESS CONTROL PLAN

WHEREAS, United States Highway 50 is an important transportation resource for the County of Gunnison and other communities in the region. As growth continues, traffic volumes and development pressures on United States Highway 50 in the study segment are expected to grow significantly.

WHEREAS, Colorado Highway 135 is an important transportation resource for the County of Gunnison and other communities in the region. As growth continues, traffic volumes and development pressures on Colorado Highway 135 in the study segment are expected to grow significantly.

WHEREAS, recognizing the need to plan for future growth along the corridors to maintain the capacity and increase safety, the Colorado Department of Transportation, the City of Gunnison and Gunnison County contracted an engineering consulting firm to conduct a study and develop a comprehensive roadway access control plan to manage existing and future access points.

WHEREAS, the goal of the United States Highway 50 plan is to provide appropriate access to United States Highway 50, while maintaining the safety and efficiency of the facility.

WHEREAS, the goal of the Colorado Highway 135 plan is to provide appropriate access to Colorado Highway 135, while maintaining the safety and efficiency of the facility.

WHEREAS, the adopted plans will provide landowners who develop their property with a predictable known location, configuration, and conditions for their access, as well as the location of future intersection treatments on the Highway.

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

- a. The intergovernmental agreement will provide for the coordinated regulation of vehicular access for the subject section of United States Highway 50.
- b. The intergovernmental agreement will provide for the coordinated regulation of vehicular access for the subject section of Colorado Highway 135.
- c. The County Manager of Gunnison County is authorized to execute the Intergovernmental Agreement.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 18th day of March 2025.

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. 25-14**

**A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN
INDUSTRIAL PARK**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2024 was 327.572, a 2.27% increase from 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2025:

- 1. The ground rental rate shall be in the amount of \$3,859.00 per annum per acre of premises occupied.
- 2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

BE IT FURTHER RESOLVED THAT these rates shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 18th day of March 2025.

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. 25-15

**A RESOLUTION AUTHORIZING A TEMPORARY CLOSURE FOR A PORTION OF COUNTY ROAD
10 ALSO KNOWN AS WALKER LANE AT
GUNNISON COUNTY BRIDGE #GUN10-01.20**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations and closures as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road or bridge open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year; and

WHEREAS, Gunnison County bridge GUN10-01.20, located on County Road 10 (Walker Lane), approximately 4.27 miles from the frontage road on the south end and .35 miles from Highway 135 on the north end is in need of a necessary bridge deck replacement; and

WHEREAS, Closure of the aforementioned bridge from April 21, 2025 to approximately May 16, 2025 is necessary to accommodate the needed replacement of the bridge decking; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land and that this closure does not eliminate access for any property owner; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands may have to only use the south entrance of County Road 10 to access their residents/land during this project; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands may have to only use the north entrance of County Road 10 to access their residents/land during this project; and

WHEREAS, the temporary closure of Gunnison County bridge GUN10-01.20 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that Gunnison County bridge GUN10-01.20, located on County Road 10 (Walker Lane), approximately 4.27 miles from the frontage road on the south end and .35 miles from Highway 135 on the north end is in need of a necessary bridge deck replacement and shall be closed from April 21, 2025 to approximately May 16, 2025 to accommodate the needed repairs.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 18th day of March 2025.

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. 2025-16

A RESOLUTION APPROVING AN AMENDMENT TO THE CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS

WHEREAS, the Crested Butte South Property Owners Association submitted LUC-24-00006, a Land Use Change application to amend the Commercial Area Master Plan and Special Area Regulations. The Crested Butte South Special Area Regulations were approved by the Gunnison County Board of Commissioners in Resolution 2008-38; and,

WHEREAS, The Crested Butte South Special Area Regulations, Section 106: Amendment of Existing Covenants, Restrictions, Resolutions, Rules and Regulations states, "The Existing Covenants, Restrictions, Resolutions, Rules and Regulations, and no portion of them, shall be amended without the prior written acknowledgement, by motion or recorded resolution, of the BOCC."

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the Crested Butte South Special Area Regulations be replaced with the attached Exhibit A, "Crested Butte South Special Area Regulations."

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 Houck, and adopted this 18th day of March 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 4/1/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 4/1/2025

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
April 1, 2025**

The April 1, 2025 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:

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

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

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

CONSENT AGENDA: **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the consent agenda for the Gunnison County Local Liquor Licensing Authority as presented. Motion carried unanimously.

1. Alcohol Beverage License #04-00106; Elk Creek Marina LLC dba Lake Fork Marina; 6/3/2025 to 6/3/2026
2. Alcohol Beverage License #04-00107; Elk Creek Marina LLC dba Elk Creek Marina; 6/3/2025 to 6/3/2026
3. Alcohol Beverage License #03-01378; Elk Creek Marina LLC dba Pappy's Restaurant; 6/3/2025 to 6/3/2026

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Contract Amendment #3; Contract No 24 IBEH 182014; Health and Human Services; 8/29/2023 to 6/30/2026; \$181,679.67
2. Grant Application; Colorado Department of Transportation (CDOT); Gunnison County Substance Abuse Prevention Project; Juvenile Services; \$140,144.40
3. Temporary Road Use Agreement; Gunnison Nordic Club; Public Works; 5/22/2025 from 8:00 am to 4:00 pm
4. Option Letter #7; CSBG 24-026; Health and Human Services; 3/11/2025 to 9/30/2027; \$16,166
5. Opt-in Letter; COVID-19 ELC 2.3; Health and Human Services; 8/1/2025 to 4/30/2026; \$35,443
6. Professional Services Agreement; Advanced Chemical Transport, LLC dba ACTenviro; Public Works; 3/18/2025 to 7/1/2025; \$52,912.53
7. Grant Application; Health Resources and Services Administration; Juvenile Services; FY 2025-2026; \$400,000
8. Acknowledgment of County Manager's Signature; Professional Services Agreement; JEO Consulting Group, Inc.; Emergency Management; 3/21/2025 to 1/30/2026; \$73,150
9. Ratification; Letter of Support; Congressional Directed Spending
10. Acknowledgment of County Manager Signature; Monitoring Service Agreement; Johnson Controls; Sawtooth Apartments; \$600 Annually

COUNTY MANAGER'S REPORTS:

1. Whetstone – County Manager Matthew Birnie relayed they are coming up on the financial closing and they are posting the preliminary official statement with which the underwriters will start marketing the bonds. He also stated the Whetstone transaction received an A+ rating from S&P and the transaction will be a AA municipal bond issue due to being able to obtain bond insurance. CM Birnie expressed they are as well positioned as they can be for this kind of project and relayed to Commissioner Puckett Daniels that there will be some documents to sign. Commissioner Smith commented that the conservative financial approach will then have a direct impact on the types of rents they are able to offer on the back end.

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

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. QQ Meeting – Commissioner Puckett Daniels attended the meeting in Granby last week to which they had a good conversation about forest health and protecting the watershed. Since Gunnison County is not a part of the Northwest Council of Government (COG) she was able to share the work done in Gunnison County. She then relayed that while the County is supportive of water projects and water funding, there's often trade-offs.
2. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels and Commissioner Houck attended a STOR meeting last week. A request was made to pool local funds to hire more crews to support our Federal partners in land management and specifically the Forest Service. While a good, but not robust conversation was had, a follow up call is scheduled with interested parties to speak about the best approach to supporting public lands. She relayed the request is to have multiple resources pool resources together for \$60,000 to hire a crew. Commissioner Puckett Daniels asked for County views to bring back to the next meeting.

Commissioner Houck noted they were focused on recreation in the meetings whereas there are other gaps in other areas as well. He stated that the meeting was to understand the big picture, playing the short and long term goal game simultaneously, and to be thoughtful at what it looks like.

Commissioner Smith noted that there are cuts that will affect County Staff and that more financial responsibilities are being pushed onto the County. She explained reservations on whether the County will have the revenues to sustainably contribute when there are shortfalls in other areas as well. Commissioner Puckett Daniels stated she will bring these issues to the next STOR meeting and said she would like the public to recognize the impacts of the decisions that are being made.

Commissioner Houck emphasized the importance of these issues but to know that recreation is only one element to the public lands issues. He also said they are committed to working for all their constituencies but cannot do everything for every group that has a request to the County.

Commissioner Puckett Daniels commented that she will bring some of these ideas and comments to the next meeting. CM Birnie emphasized the need to assess what the impacts are going to be within the County before any external commitments are made as well as taking care of people first.

Commissioner Houck:

1. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Houck gave his views with Commissioner Puckett Daniels's Commissioner item.
2. Region 10 – Commissioner Houck relayed that the enterprise zones were remapped and there is no appeal process that he knows of. He requested a 15-minute discussion to review the new boundary lines.
3. Senator Bennet – Commissioner Houck is working with Senator Bennet about the introduction of the Gunnison Outdoor Resource Protection Act (GORP).
4. Congressman Hurd – Commissioner Houck is trying to get in touch with Congressman Hurd directly to discuss the Productive Public Lands Bill he introduced.
5. West Elk Mine – Commissioner Houck relayed that West Elk Mine has requested a royalty rate reduction and there has been no consultation to the Local Government. He stated he has reached out to Jonathan Asher who works for the Governor to get some more information and get the County inserted into the process.

Commissioner Smith:

1. Letter to Congressman Hurd – Commissioner Smith explained she has sent Congressman Hurd a letter as her capacities as an individual Commissioner and Vice Chair of the Gunnison Basin Sage-grouse Strategic Committee that emphasized the impact to the local processes and long-term work and that being a counter to what he ran on his platform.
2. Legislation – Commissioner Smith stated she met with Senator Catlin about some bills including Severance Taxes, Water Funding Task Force, Local Marketing Districts and County Lodging Tax Expansion, and a Highway Users Tax Fund (HUTF) classification.
3. Child Welfare – Commissioner Smith noted they are pulling apart the formula and believes it warrants a closer look and that some Counties are projecting concerning overages to fill the gap.
4. Eco-Flight Tour – Commissioner Smith was able to participate in an eco-flight tour over the Gunnison National Forest to look at winter motorized activity and she reported that they did not see a lot of activity passing the threshold. She relayed the purpose was to get insight for the Winter Recreation Management Plan which is now on hold for the foreseeable future.
5. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Smith said there was a conversation regarding Municipalities or the County implementing an impact fee for the

infrastructure and have development pay its way for the infrastructure needs of the RTA. She has some concerns regarding this, especially since there is already a 1% sales tax dedicated to the RTA. Commissioner Puckett Daniels agreed and commented she had flagged it to have further discussions regarding it. Commissioner Houck also agreed and said it would be a different conversation if revenue were tumbling.

- 6. Mayor Plata – Commissioner Smith had a conversation regarding outreach to the Immigration Community to help facilitate more connection with the Sheriff’s Office and outlining policies and the law in order to have a clear understanding.

ADJOURN: Commissioner Smith adjourned the meeting at 9:44 am.

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

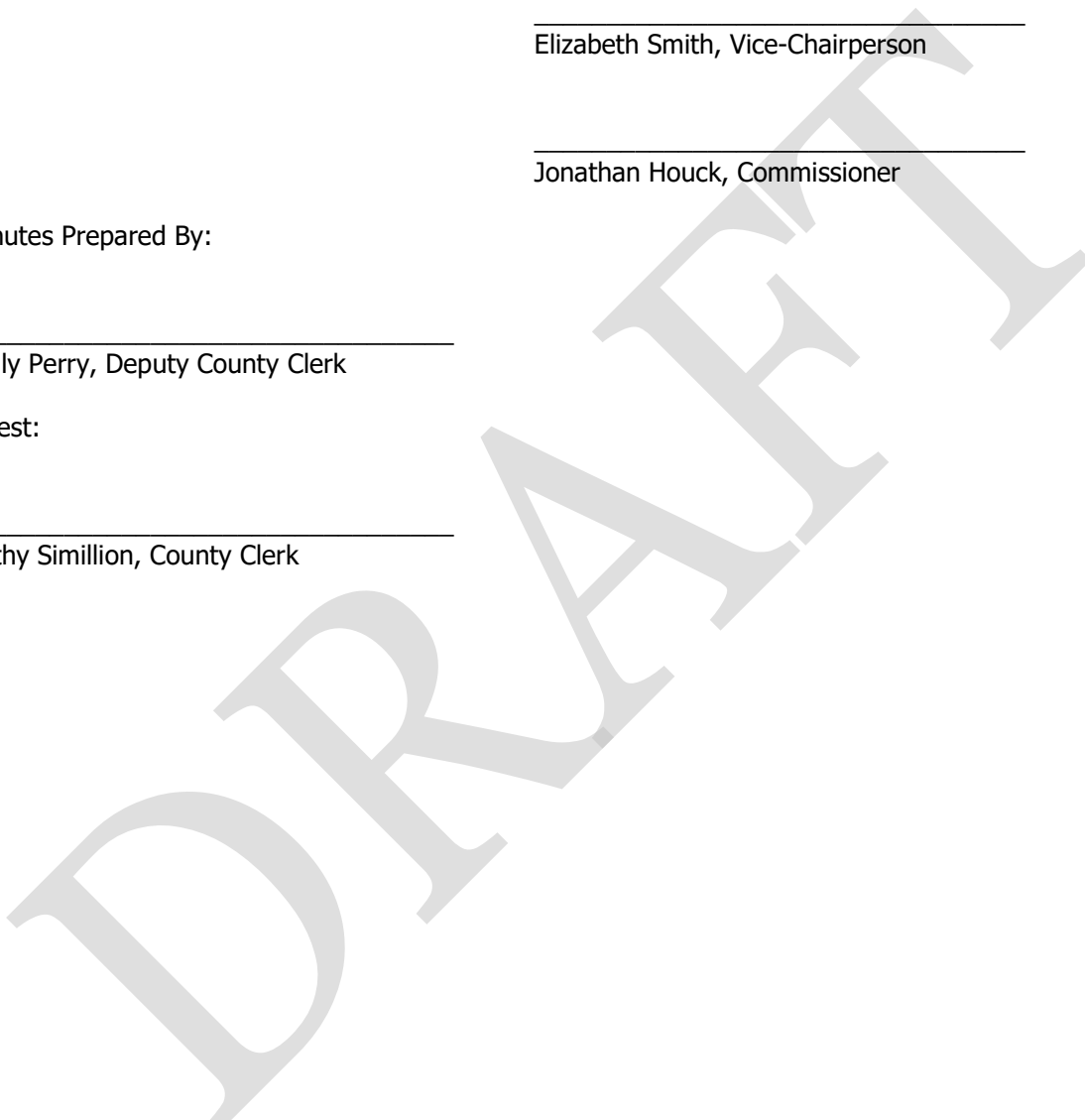
Jonathan Houck, Commissioner

Minutes Prepared By:

Holly Perry, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk



Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 4/11/2025 thru 5/31/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
April 15, 2025, All Day @ BOCC Boardroom
2. [Whetstone Groundbreaking](#)
April 21, 2025, 3:00 PM - 5:00 PM
3. [BOCC Work Session](#)
April 22, 2025, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)
May 6, 2025, All Day @ BOCC Boardroom
5. [BOCC Work Session](#)
May 13, 2025, All Day @ BOCC Boardroom
6. [BOCC Regular Meeting](#)
May 20, 2025, All Day @ BOCC Boardroom
7. [BOCC Work Session](#)
May 27, 2025, All Day @ BOCC Boardroom

Gunnison County Organization

1. [Holiday - Memorial Day - Offices Closed](#)
May 26, 2025, All Day

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
April 15, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Administrative Services Agreement; Imagine360 Admi

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 01/01/2025

Term Ends:

Grant Contract #:

Summary:

Request for signature for the 2025 Administrative Services Agreement for Health Insurance Claim Processing with Imagine360

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: 3/25/2025

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

ADMINISTRATIVE SERVICES AGREEMENT

Between

IMAGINE360 ADMINISTRATORS, LLC

**For itself and on behalf of its applicable affiliate and sister companies
("Claims Administrator")**

And

Gunnison County, Colorado

("Plan Sponsor")

(individually a "Party and together, the "Parties")

Signature Page

This **Administrative Services Agreement** is entered into this January 1, 2025, (the "**Effective Date**") by and between Claims Administrator, a Texas limited liability corporation and Plan Sponsor and establishes a set of rights and duties between the Parties with respect to services to be provided. All such services are for Plan Sponsor's use with one or more of its sponsored self-insured group welfare benefit plan(s), ("**Plan**") which provides for payment of certain welfare benefits to and for certain eligible individuals as defined by the Plan's master plan document (hereinafter called the "Plan Document", such individuals being hereinafter referred to as "Plan Members")

This document is comprised of the: (i) Signature Page; (ii) General Terms and Conditions; and (iii) one or more Schedules, setting forth fees as well as additional terms and conditions applicable to products. Together the components listed in this paragraph, along with any related exhibits, attachments and appendices, are collectively referred to throughout as the ("**Agreement.**")

In Witness Whereof, for and in consideration of the mutual covenants contained in this Agreement, the Parties intending to be bound have caused their duly authorized representatives, to execute and enter this Agreement.

Gunnison County, Colorado:

IMAGINE360 ADMINISTRATORS, LLC:

By: _____

By:  _____

Print Name: _____

Print Name: Brian Atkinson _____

Title: _____

Title: Chief Operating Officer _____

ARTICLE 1. DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR

- 1.01 Plan Sponsor is the Plan Administrator and retains ultimate discretionary authority and all final authority and responsibility for the Plan and its operation. Plan Sponsor delegates to Claims Administrator only non-discretionary authority to assist Plan Sponsor in the development, maintenance, and administration of the Plan as specifically described in this Agreement or as mutually agreed to in writing. Any function not expressly delegated by Plan Sponsor to, and agreed to be assumed by Claims Administrator, in writing, pursuant to this Agreement shall remain the sole responsibility of Plan Sponsor.
- 1.02 Plan Sponsor retains sole authority and responsibility to develop and maintain benefit designs, related summary plan descriptions, and, if applicable, trust documents that comply with all applicable state and federal laws and their implementing regulations. Plan Sponsor agrees that compliance of its Plan is the sole responsibility of Plan Sponsor, and it will secure from its own legal counsel a review of all such benefit designs, material documents, and filings for purposes of ensuring the Plan's compliance with law. Plan Sponsor acknowledges that certain benefit design options, if elected by Plan Sponsor, or the payment of ineligible medical claims for a Plan Member may cause risk to Plan Sponsor, the Plan, or its Members, and as the employer, Plan Sponsor retains sole responsibility for such risks, including the duty to ensure the Plan Member(s) is properly notified of any risks, particularly including any tax consequences of the benefit design or payment of an ineligible claim.
- 1.03 Plan Sponsor shall have final authority in determining issues of eligibility and coverage under the Plan and claims to be paid by the Plan with the express exception of the amount of any claim eligible for reimbursement.
- 1.04 Plan Sponsor shall procure stop-loss coverage at levels sufficient to ensure the viability of the Plan and shall determine and maintain the funding level required for prompt payment of all expenses incurred by the Plan.
- 1.05 Plan Sponsor shall be responsible for collecting all appropriate contributions to the Plan from all Plan Members. Failure to collect any such contributions shall not relieve Plan Sponsor from its funding obligation to the Plan.
- 1.06 Plan Sponsor shall be responsible for taking the following actions to facilitate the proper performance of Claims Administrator's responsibilities:
- (a) provide Claims Administrator with a complete and accurate list of all individuals eligible for benefits under the Plan, and who are enrolled in the Plan, and any other enrollment information required by Claims Administrator by online entry of such information or by such other method as the Parties may agree from time to time prior to the Effective Date. Plan Sponsor assumes responsibility for the accuracy of any information supplied to the Claims Administrator and agrees to hold Claims Administrator harmless for any action taken by Claims Administrator in reliance upon the correctness of such information;
 - (b) notify Claims Administrator, no less than monthly, of any changes in eligibility and participation. Notice of Plan Member termination (inclusive of any reason for loss of coverage) must be given within thirty (30) days of the termination. Plan Sponsor assumes responsibility for the accuracy of any information supplied to the Claims Administrator and agrees to hold Claims Administrator harmless for any action taken by Claims Administrator in reliance upon the correctness of such information. Plan Sponsor agrees that if it fails to notify Claims Administrator of a termination, and it would like to recover expenses and fees

paid following the termination, then Plan Sponsor shall request in writing that Claims Administrator refund such amounts paid as soon as possible following the termination; provided however, that Claims Administrator shall only refund an amount representing the Plan Sponsor's payments, under the Plan, for expenses and fees for such Plan Member in an amount equal to the lesser of (i) such amounts paid by the Plan Sponsor for such Plan Member during a maximum of up to a two (2) month period following the termination, or (ii) the refund amount permitted by the applicable stop-loss insurer.

- (c) review, approve and distribute to all eligible Plan Members (and return to Claims Administrator when necessary) all appropriate and necessary materials and documents, including but not limited to, Plan Documents, summaries of benefits, identification cards, enrollment forms, applications and notice forms as may be necessary for the operation of the Plan or to satisfy the requirements of state or federal laws or regulations;
- (d) provide Claims Administrator with copies of any and all revisions or changes to the Plan Document as soon as is reasonably known, but no later than sixty (60) days before the effective date of the changes, or as otherwise required under applicable law;
- (e) satisfy any and all required reporting, required responses, and disclosure requirements imposed by law, regulation and/or solicited from any and all governmental agencies;
- (f) maintain bank account(s), in a financial institution mutually agreed upon by Plan Sponsor and Claims Administrator, from which payments are issued to cover expenses of the Plan solely utilizing general assets (hereinafter referred to as the "Plan Sponsor Account"). For the avoidance of doubt, banking fees, NSF charges, and other costs associated with the Plan Sponsor Account shall be paid by Plan Sponsor. Claims Administrator will provide the ACH information for the bank at which the Plan Sponsor Account is established that Claims Administrator or its designee is authorized to withdraw funds on behalf of the Employer for purposes of payment of Plan benefits and the payment of expenses and fees related to such benefits and the administration of the Plan as contemplated by this Agreement.
- (g) provide Claims Administrator with any additional information incidental to the Plan as may be requested by Claims Administrator from time to time;
- (h) perform any testing, reporting, and/or other analyses of the Plan as required by law, including by way of example and not limitation, non-discrimination testing and non-quantitative treatment limitation analysis;
- (i) review and respond to all internal adverse benefit determinations as may be required in the Plan Document that have not been delegated, and resolve Plan ambiguities and interpretive questions;
- (j) provide adequate and timely funding and/or payment to satisfy all state and/or federal regulations, including but not limited to the Patient Protection and Affordable Care Act ("PPACA") assessments, taxes, fees, and/or penalties, state or other federal agency fees, assessments, and taxes, upon the applicable effective date, whether known or unknown at the time of executing this Agreement. This provision shall survive the termination of this Agreement, as Plan Sponsor is solely responsible for any applicable assessments, taxes, fees and/or penalties associated with the Plan or related to Plan Sponsor's requirements to offer coverage; and

- (k) timely complete and return paperwork as may be requested by Claims Administrator in order for Claims Administrator to reasonably deliver (or continue to deliver) the services. Examples of such paperwork include, without limitation, financial and banking documents, renewal checklists and materials, as well as business associate agreements and/or third party data authorizations.
- 1.07 Plan Sponsor shall hold information that is proprietary to Claims Administrator confidential (“Confidential Information”) and shall not use or disclose such information without the consent of Claims Administrator. Confidential Information shall include ideas, concepts, techniques, works of authorship, know-how, finances, plan designs, development plans, current or proposed products or services, processes, PPO network or provider discount arrangements, pharmacy benefit management arrangements, client lists including prospective clients, employees, business relationships, fee schedules, provider reimbursement, and information of third parties that is subject to separate confidentiality protections (whether transferred orally, in writing, visually, electronically or by any other means) furnished (whether before or after the date hereof) by Claims Administrator. Confidential Information shall include this Agreement except where this Agreement is required to be disclosed by the Freedom of Information Act or similar state law. Confidential Information shall not include information that: (i) is or becomes publicly available other than as a result of a disclosure by a Party, (ii) is or becomes available to a Party on a non-confidential basis from a source (other than a Party to this Agreement) which is not prohibited from disclosing such information to another party by a legal, contractual or fiduciary obligation, (iii) is independently developed by a Party to this Agreement as demonstrated by written or documented evidence, or (iv) was known by a Party to this Agreement prior to disclosure for this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit either Party from sharing contractual or reimbursement terms with the Plan/Plan Sponsor and its participants, referring providers or stop loss carriers proposing and/or providing coverage to Plan Sponsors or Plans, or from releasing or disclosing Confidential Information pursuant to a legal requirement, including a court order, government subpoena or regulatory requirement, including Internal Revenue Code Sect. 9824, ERISA Sect. 724, and/or PHS Sect 2799A-9.
- 1.08 Claims Administrator and Plan Sponsor shall each own their trademarks, service marks, copyright data, documents, and software it generates in the performance of services under this Agreement; provided, however, that each Party shall have the right to retain copies of data submitted to the other Party subject to the confidentiality provisions found in Article 1.07 hereof and shall have the right to use data received in aggregate form in the general course of its business.

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CLAIMS ADMINISTRATOR

- 2.01 Claims Administrator agrees to perform the following administrative services for Plan Sponsor:
- (a) assist in the preparation of a Plan Document/Summary Plan Description, identification cards, and other material necessary to the operation of the Plan;
 - (b) If so elected, assist in the preparation of Plan Sponsor’s Summary of Benefits and Coverage (SBC) at the cost indicated in Schedule A. If Plan Sponsor makes changes to its Plan at a time other than the Plan’s renewal date, the Plan Sponsor will provide Claims Administrator with a 90 day advanced notice of the Plan changes;
 - (c) process and adjudicate all claims presented for payment in accordance with the Plan Document, including but not limited to reasonable investigatory work in determining claim eligibility, and preparing and distributing benefit checks and explanations of benefits to Plan

Members and/or service providers, as applicable. It is understood by the parties hereto that any claim under the Plan that may not be processed under the Plan Document terms, as well as any contested or doubtful claim, or claim subject to legal action, attachment or order, will be subject to the review and determination by the Plan Sponsor or its designated representative. Claims Administrator may access consumer credit files in accordance with the Fair Credit Reporting Act (FCRA) to assist Plan Sponsor in its health plan operations, such as claim processing, assistance with member payment plans, member defense and advocacy in event of balance billing and other administrative functions;

- (d) coordinate benefit payments with other plans, employers, stop-loss insurers and other persons and honor assignments of benefits to providers of services in accordance with the provisions of the Plan;
- (e) Claims Administrator shall review and respond to appeals made by Plan Members of adverse benefit determinations as may be required in the Plan Document; as noted in Article 1, Plan Sponsor shall retain final authority to decide appeals, overrule any recommendations made by Claims Administrator, and shall be the “appropriate named fiduciary” for purposes of Section 503 of ERISA (as defined herein);
- (f) to the extent set forth in the Plan Document, Claims Administrator, on behalf of Plan Sponsor, will facilitate reviews required by an Independent Review Organization (IRO). Claims Administrator will submit all documentation regarding the appeal to the IRO and work with the IRO as needed to complete its review. Claims Administrator will pass all costs of the IRO review on to Plan Sponsor as described on Schedule A;
- (g) Claims Administrator may perform claim negotiation services on the plan’s behalf, or delegate to an outside entity, as directed by the Plan.
 - (g)(1) Claims Negotiation Services (general) – If a claim negotiation service is utilized on claims for Plan Sponsor’s Plan, Claims Administrator will retain a portion of the claims negotiation services fee paid by Plan Sponsor in accordance with Schedule A. It is agreed that in performing these claims negotiation services, Claims Administrator will not be a fiduciary of the Plan. Client will identify the types of claims subject to negotiation service, and provide Claims Administrator with written settlement authority for any such claims eligible for claim negotiation services.
 - (g)(2) Claim Negotiation Services (NSA Claims) - Claims negotiation services may include also claims subject to the dispute resolution procedures for claims governed by Title I of the Consolidated Appropriations Act of 2021, (the “No Surprises Act” or “NSA”). When applicable, Plan Sponsor directs Claims Administrator to negotiate an acceptable reimbursement rate up to eighty-five percent (85%) of the medical provider’s disputed balance for NSA eligible claims only. Any reimbursement amount that exceeds eight-five percent (85%) of the disputed balance will require Claims Administrator to present the negotiated terms to Plan Sponsor for its written approval for NSA eligible claims. Plan Sponsor agrees it and/or the Plan are responsible, for the payment of benefits, including all additional benefit payments due to a medical provider as a result of the dispute resolutions process for applicable NSA claims, along with all associated fees and expenses.
- (h) respond to inquiries from Plan Sponsor, Plan Members, and service providers concerning requirements, procedures or benefits of the Plan, though such information shall not constitute a determination of benefits that will be paid under the Plan or a guarantee or certification to anyone that any amount will be paid;

- (i) maintain all claim files for the Plan in accordance with Article 6 hereof;
 - (j) provide the Plan Sponsor with (i) an itemized monthly statement for the Plan reflecting all fixed fees with respect to the Plan, (ii) worksheets describing benefit payments, (iii) a detailed monthly report of benefits paid, (iv) an annual summary of benefits paid and (v) an annual management report of the Plan operation during the preceding period and cost estimates of deposit guidelines for the Plan Sponsor Account;
 - (k) Claims Administrator will assist the Plan Sponsor, in creating, implementing, and operating a virtual card cash pay arrangement during the term of this Agreement and subject to its terms and conditions, as outlined in Schedule M. Claims Administrator will provide an itemization of each cash pay arrangement claim payment in the reports detailed in Article 2.01(j);
 - (l) provide information necessary for, and assist Plan Sponsor in, preparing reports required by any local, state or federal government pertaining to the operation of the Plan. Additional compensation shall be negotiated between the Parties for any reports or information requested or required by Plan Sponsor to respond to document requests made in the course of a government investigation or audit or a court proceeding (including but not limited to a subpoena and document requests), or to an agency or court order;
 - (m) assist Plan Sponsor, upon request, with the establishment of rates and provide Plan Sponsor with information on rate structures for comparable benefit programs;
 - (n) obtain quotations, as requested by Plan Sponsor, for policies of insurance, if available, including stop-loss or excess risk coverage and/or ancillary coverages such as life and AD&D. The decision to purchase any such insurance shall be made solely by Plan Sponsor. Claims Administrator makes no representations or warranties regarding the adequacy of any particular coverage or carrier. Claims Administrator may receive commissions or other compensation in connection with Plan Sponsor's purchase of such insurance; and
 - (o) Provide additional services not specified in this Agreement as mutually agreed upon in writing by Plan Sponsor and Claims Administrator.
- 2.02 Claims Administrator shall cooperate with Plan Sponsor in the defense of any action arising out of matters related to Plan Sponsor's Plan and make available to Plan Sponsor and its counsel documentation relating to or relevant to the action as Claims Administrator may have as a result of the performance of its obligations under this Agreement. The defense of any legal action or proceeding brought to recover a claim for benefits or other matter involving the Plan shall not be the obligation of Claims Administrator, and all fees, expenses, or costs attributable to the defense shall be the sole responsibility of Plan Sponsor. In the event Claims Administrator pays any such fees and costs, either for its own defense or to support the defense of Plan Sponsor, Plan Sponsor shall immediately reimburse Claims Administrator and the remedies of Article 3.03 shall apply.
- 2.03 Claims Administrator will perform the function of filing the information reporting returns (Form 1099) with the IRS under the tax identification number of Claims Administrator. Claims Administrator and Plan Sponsor agree that Plan Sponsor is solely responsible for said reporting.
- 2.04 Claims Administrator shall perform the services and its obligations set forth in this Agreement in a competent and professional manner, with that level of reasonable care which a similarly situated

provider of the same services would exercise under similar circumstances, with qualified and appropriately trained personnel.

ARTICLE 3 FEES OF CLAIMS ADMINISTRATOR

- 3.01 Claims Administrator shall receive consideration in accordance with Schedule A herein incorporated by reference or as otherwise specifically denoted on another Schedule.
- 3.02 These monthly fees are due on the 1st of the month and will be considered late if not received by the last day of the month for which the fees were due. All other costs and expenses of Claims Administrator for services or products beyond the scope of the provisions contained herein will be determined in accordance with Claims Administrator's established time allocation and hourly charge procedures, and those of other persons or entities from whom hourly services are purchased.
- 3.03 If Plan Sponsor, for any reason whatsoever, fails to make a required fee payment by the thirtieth (30th) day of the month in which it is due, Claims Administrator may:
- (a) after written notice to Plan Sponsor, suspend the performance of its services to Plan Sponsor until such time as Plan Sponsor makes the proper remittance;
 - (b) charge interest to Plan Sponsor on all past due fees at the rate of one and one-half percent (1-1/2%) per month or the maximum rate allowed by law, whichever is less;
 - (c) cease retroactively to the end of the month for which full payment was last received, all administrative services; and/or
 - (d) commence termination of this Agreement in accordance with Article 8.
- 3.04 In the event Claims Administrator advances any sums to a vendor or a state and/or federal agency on behalf of Plan Sponsor, Plan Sponsor agrees to immediately reimburse Claims Administrator in full and the remedies in Article 3.03 will apply. This provision shall survive the termination of this Agreement.
- 3.05 If the number of participants enrolled in the Plan decreases by twenty-five percent (25%) or more when compared to the number of participants enrolled as of the first day of each year of the Initial Term or a subsequent Renewal Term, Claims Administrator shall have the right to prospectively adjust its administrative fee. Claims Administrator shall provide notice to Plan Sponsor of the change in its administrative fee at least thirty (30) days prior to the effective date of such change. Either Party shall have the right to terminate the Agreement without penalty by giving written notice of termination to the other Party before the effective date of the change. If Plan Sponsor accepts the proposed change, Claims Administrator shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Plan Sponsor's signature on the Schedule. If Plan Sponsor fails to respond to the notice and does not terminate the Agreement during the notice period, Plan Sponsor will be deemed to have approved the proposed changes, and Contractor Claims Administrator shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Plan Sponsor's signature on the Schedule. An adjustment to Claims Administrator's administrative fee shall take effect the first of the month following the date of notice to Plan Sponsor unless the Parties agree otherwise. The adjustment may be made regardless of any rate guarantee that may be in place for that period of time. Failure by Plan Sponsor to pay the adjusted administrative fee is subject to the remedies set forth in Article 8.

- 3.06 Claims Administrator shall not provide or be responsible for the expenses and cost of legal counsel, actuaries, certified public accountants, consulting physicians, consulting dentists, medical and other review charges for special claims investigations, independent medical review services or similar services performed for Plan Sponsor.
- 3.07 If Plan Sponsor fails to pay any undisputed fee, expense, tax, assessment, penalty, and/or any other sum due under this Agreement, Plan Sponsor shall pay all reasonable expenses incurred by Claims Administrator in collecting those sums, including reasonable attorney fees and costs.

ARTICLE 4 CLAIMS PAYMENT AND EXPENSES

- 4.01 Upon Plan Sponsor approval of the payment of benefits, Claims Administrator or its representatives shall authorize the payment of benefits provided by the Plan and the payment of amounts due to other miscellaneous providers of services to the Plan from the Plan Sponsor Account established and maintained by the Plan Sponsor solely from its general assets. In addition, the Claims Administrator may draw or authorize the payment from such Account of amounts to pay the compensation of the Claims Administrator as described in this Agreement, any insured coverage premiums and commissions, other costs as authorized by the Plan Sponsor, utilization review service charges, prescription card service charges, legal service, medical information and consultation fees, and miscellaneous charges for Plan expenses;
- 4.02 If Plan Sponsor, for any reason whatsoever, fails to deposit sufficient funds in the Plan Sponsor Account within ten (10) days from the date requested by Claims Administrator, or if Claims Administrator has reasonable concerns regarding Plan Sponsor's ability to sufficiently fund claims and expenses, Claims Administrator may immediately, with prior notice to Plan Sponsor, suspend or terminate the prescription drug card (if applicable), suspend all claims paying activities, notify preferred provider organization ("PPO") networks, the Department of Labor, healthcare providers, participants, beneficiaries, and vendors, as applicable and/or take other necessary legal action until sufficient and timely claims funding is established.
- 4.03 Plan Sponsor acknowledges that its use of a preferred provider organization ("PPO"), if any, is subject to the terms and policies of the respective PPO as well as the PPO's provider agreements. Through its selection and use of the PPO, Plan Sponsor agrees to pay the PPOs then-current access fee, and states that it has been advised of all of such PPO's terms and policies, and it will not cause or maintain a breach of the PPO network access agreement entered into between Claims Administrator and Plan Sponsor's elected PPO, or applicable PPO provider agreements. Among the remedies available for violation of the PPO terms and policies, Plan Sponsor understands that the PPO may terminate Plan Sponsor and/or the Plan's access to the PPO, and discounts may not be available for any claim "paid" outside of the terms of the PPO contract. "Paid" typically means processed, funded, and mailed or electronically deposited in an account for the provider.
- 4.04 Plan Sponsor acknowledges that claims must be paid according to the terms of the Plan Document and underlying stop loss contract, if applicable, or Plan Sponsor may not be reimbursed for claims that may otherwise qualify for reimbursement. "Paid" typically means processed, funded, and mailed or electronically deposited in an account for the provider.
- 4.05 Claims Administrator shall not be responsible for any late filings, penalties, fines, taxes, interest, assessments, lost PPO discounts, unrealized stop-loss reimbursements, etc., that may result from late or inadequate funding (from any source), suspension or cessation of performance described herein.

ARTICLE 5 LIMITS OF CLAIMS ADMINISTRATOR'S RESPONSIBILITY

- 5.01 If a claim adjudication error should be discovered, Claims Administrator shall use good faith efforts toward the recovery of material losses therefrom. Claims Administrator shall not be required to initiate legal proceedings for any such recovery and shall have no liability for such errors, provided Claims Administrator makes a good faith attempt to correct any such error once it is discovered. In doing so, Plan Sponsor understands and agrees that Claims Administrator may satisfy certain benefits due and unpaid under the Plan by offsetting against the Plan's prior overpayment of benefits.
- 5.02 It is understood and agreed that Claims Administrator is, and shall remain, an independent contractor with respect to the services being performed and shall, for no purpose, be deemed an employee or fiduciary of Plan Sponsor.
- 5.03 It is understood and agreed that Claims Administrator is not a "Plan Sponsor", "Plan Administrator" or "Fiduciary" of or for the Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") or applicable state law. Claims Administrator and Plan Sponsor agree that any and all functions performed by Claims Administrator on behalf of Plan Sponsor do not give rise to Claims Administrator acting as a "fiduciary" of the Plan. Notwithstanding anything in the Agreement to the contrary, any delegation of authority or duties pursuant to this Agreement construed by a court of law or governmental agency to make Claims Administrator such a Plan Administrator or fiduciary shall be null and void, and such duties are hereby retained by Plan Sponsor. Accordingly, the services to be performed by Claims Administrator shall be limited to the ministerial services set forth in this Agreement, and the performance by Claims Administrator of such services shall be subject to review by Plan Sponsor.
- 5.04 It is further understood by Plan Sponsor that Claims Administrator is not a custodian or an insurance company, and that Claims Administrator shall have no responsibility, risk, liability, or obligation for the funding or for the payment of benefits due under the Plan. The responsibility and obligation for funding the Plan shall be solely and totally the responsibility of Plan Sponsor. Claims Administrator shall have no final discretionary authority or control over the management or disposition of Plan assets, and no authority over, or responsibility for, Plan administration. Claims Administrator is neither Plan Sponsor or Plan Administrator, nor a provider of health care services. Claims Administrator shall have no responsibility for any insurance coverage relating to the Plan, Plan Members, or Plan Sponsor; or the nature or quality of professional health services rendered to Plan Members.
- 5.05 Claims Administrator and Plan Sponsor shall each be solely responsible for compliance with all laws, rules and regulations that are now or hereafter applicable to each of them and their own performance under this Agreement. Claims Administrator shall not be responsible for establishing or maintaining the Plan or ensuring Plan Sponsor is in compliance with applicable state or federal legal requirements nor shall Claims Administrator be an entity that is responsible for payment of benefits under the Plan or for payment of any fees, assessments, interest, penalties or taxes regardless of whether such fees, assessments, penalties, interest or taxes are assessed against the Plan, Plan Sponsor, or Claims Administrator on behalf of Plan Sponsor. Plan Sponsor shall, in its sole discretion, determine the source of funding for such fees, assessments, penalties, or taxes, and shall assume all liability for the appropriateness of use of Plan assets or Plan Sponsor general funds to pay such fees, assessments, penalties, and taxes. Plan Sponsor understands that Claims Administrator is not an investment advisor, law firm or actuarial firm, and does not render any legal advice to Plan Sponsor.

- 5.06 Claims Administrator shall, when requested by Plan Sponsor, assist Plan Sponsor with the application for stop-loss insurance including assisting in the completion of required disclosure documents if Claims Administrator has provided administrative services under this or a prior Agreement in the twelve (12) consecutive months prior to the application for stop-loss insurance. The Plan Sponsor shall retain final responsibility and approval of all stop-loss applications and required disclosures.
- 5.07 If Plan Sponsor elects to utilize the advance funding feature of its stop-loss policy, Plan Sponsor shall assume all liability resulting from its use of that advanced funding feature and shall indemnify Claims Administrator for such liability, including but not limited to, the loss of a negotiated PPO discount amount, the loss of a negotiated case rate, and/or a violation of state or federal regulations regarding the time period for payment of claims. Claims Administrator may assess Plan Sponsor a monthly administrative fee of Five Hundred Dollars (\$500.00) for each month after the first thirty (30) days the request remains unfunded for costs to manage administrative activities related to the funding request.
- 5.08 In the event Claims Administrator does not procure stop-loss insurance for Plan Sponsor or assist Plan Sponsor in such procurement, Plan Sponsor shall indemnify and hold harmless Claims Administrator and its respective officers, partners, employees and agents from and against any and all expenses, claims, settlement costs, penalty, damages, judgments, attorney's fees, actions or causes of action whatsoever to the extent that such results from the stop-loss carrier, stop-loss coverage, or lack thereof, and/or in any way connected with any act, failure to act, the performance of and/or failure to perform any and all obligations by or related to the stop-loss coverage selected and procured by the Plan Administrator/Sponsor or its Broker/agent. This provision shall survive the termination of any applicable stop-loss policy and/or contract as well as this Agreement to the extent permitted by law.

ARTICLE 6 RECORDS

- 6.01 Claims Administrator shall maintain records and files in its possession for a period of time required by its corporate document retention policy, including all records and files in conjunction with the administrative services to be performed hereunder. The term "records and files" shall include, but shall not be limited to, the claim files, unissued and canceled checks, bank statements, copies of stop-loss applications and contracts, and copies of the account ledger sheets of the applicable bank accounts.
- 6.02 During normal business hours, Claims Administrator will provide to Plan Sponsor at Claims Administrator's headquarters access to those records in its immediate custody relating to Claims Administrator's performance under the Agreement, and not restricted from disclosure under applicable law or agreement between Claims Administrator and a third party or applicable law. Any such inspection and audit shall occur no more than once every twelve (12) months and in no greater duration than five (5) consecutive business days, and all reviews hereunder shall be commenced within one (1) year following the period being audited. Plan Sponsor shall give Claims Administrator not less than four (4) weeks' advance written notice of its intent to inspect or audit records, with a description of the types of information within the scope of the audit, including dates, a complete listing of transactions and records to be reviewed for the audit, and the identity of the proposed auditor's name, title, and professional qualifications, as well as a statement concerning the purpose for the audit. The auditor shall be subject to Claims Administrator's approval, which approval shall not be unreasonably withheld. In the event Plan Sponsor and Claims Administrator cannot agree upon an auditor, KPMG, LLP shall be considered a mutually acceptable auditor by both Parties. The Parties shall agree upon the date for the audit, and audits shall occur in a manner

that does not unreasonably interfere with Claims Administrator's ability to conduct its normal business and shall occur at Plan Sponsor's sole expense. Plan Sponsor shall reimburse Claims Administrator for its cost for an audit that cannot be completed in five (5) business days or that exceeds a sample size greater than twenty-five (25) files and/or transactions, or otherwise amounts to exceptional administrative demands. No portion of the audit shall be conducted by an auditor retained on a contingency basis without Claims Administrator's prior written approval. The auditor or inspector shall provide Claims Administrator with copies of all reports and summaries compiled as a result of the audit, including any draft report. The auditors shall meet with Claims Administrator to discuss audit finding results contained in a draft report. Claims Administrator may, at its option, include a supplementary statement in any final report, and shall have the right to require any changes in or conditions in the audit findings that may be necessary to protect Claims Administrator's legal and business interests. The auditor shall use the information audited solely for the purposes of the audit, shall ensure that the information accessed will be kept confidential in accordance with all applicable laws and professional standards, and shall not make photocopies or remove any of the records or information without the express written consent of Claims Administrator. Plan Sponsor shall indemnify and hold harmless Claims Administrator for any and all claims, costs, expenses, and damages that may result from any breaches of the auditor's obligations under this section. Any such agent or auditor that has access to the records and files maintained by Claims Administrator shall, prior to beginning such inspection or audit, sign a written Business Associate Agreement and an agreement regarding the use of proprietary and confidential information.

- 6.03 The Parties agree to use and disclose the protected health information of Plan Members in a manner consistent with all applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the Security Standards and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and as set forth in the Business Associate Agreement attached hereto as Schedule B.

ARTICLE 7 TERM OF AGREEMENT

- 7.01 This Agreement shall commence on the Effective Date and will continue for one (1) year ("Initial Term"), and thereafter will automatically renew for consecutive one (1) year terms (each a "Renewal Term"), unless a Party ends the Agreement in accordance with Article 8 of this Agreement.

ARTICLE 8 TERMINATION AND NON-RENEWAL

- 8.01 This Agreement may end:
- (a) by either Party giving written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the Initial Term or Renewal Term (as applicable);
 - (b) immediately by the non-breaching Party in the event the breaching Party fails to correct a material breach to the reasonable satisfaction of the non-breaching Party within thirty (30) days after the breaching Party receives written notification of breach from the non-breaching Party;
 - (c) within ten (10) days of receipt of written notice by Claims Administrator (i) to provide funds for the payment of benefit claims, administrative fees, or insurance premiums, or (ii) to pay Claims Administrator fees as set forth in this Agreement;

- (c) immediately upon insolvency, filing of a petition for bankruptcy if such petition is not dismissed within forty-five (45) days of being filed, or appointment of a receiver, conservator or trustee for all or substantially all of a Party's assets;
 - (d) upon written agreement of the Parties; or
 - (e) upon the termination of the Plan.
- 8.02 If Plan Sponsor terminates the Agreement without providing notice of non-renewal in accordance with Article 8.01(a), it shall compensate Claims Administrator for its reasonable start-up costs associated with this Agreement, which Plan Sponsor agrees shall be equal to three (3) months of Administrative Fees listed on Schedule A.
- 8.03 Application of this Agreement to any state or jurisdiction may be prospectively discontinued by either Party as of the date such Party determines that it will be penalized, by such state or jurisdiction, for performance of its responsibilities under this Agreement.
- 8.04 In the event of termination of this Agreement, Claims Administrator shall (i) complete the processing of all requests for benefit payments under the Plan which are received by it (and are due and payable) prior to the date of termination of this Agreement, but it shall have no obligation to (A) complete the processing of any such requests upon its determination that the Employer has failed to provide funds for the payment of benefits, or (B) process requests for benefit payments or authorize drafts or checks received by it after the date of termination, except as provided in Article 8.05 below, and (ii) forward the claimant files to the appropriate party as prescribed by federal and state laws at Plan Sponsor's expense. In the event the Plan Sponsor desires reports or other services after termination, other than the reports required under Article 2.01 such reports or services will be provided at the additional cost involved in producing the requested reports or services. The standard reports that are produced upon termination are the Accumulator file and the Eligibility file. The charge for these reports is \$500. Any special reports other than the standard reports produced upon termination will be mutually negotiated and can vary depending upon the complexity and amount of computer programming involved.
- 8.05 Upon termination of this Agreement and for an additional fee in Schedule A, Plan Sponsor and Claims Administrator may agree to extend the terms of this Agreement for a specified period of time whereby Claims Administrator will provide run-out claim payment services for claims received after the termination of this Agreement but incurred prior to termination of this Agreement. Services will be provided only to the extent that Plan Sponsor provides sufficient and timely funding of claims payments.
- 8.06 After termination of this Agreement and upon receipt of any funds received by Claims Administrator on behalf of Plan Sponsor, Claims Administrator may keep all or a portion of said funds to the extent that any amounts are due to Claims Administrator for the services discussed herein.
- 8.07 Upon termination of this Agreement all duties and responsibilities of Claims Administrator shall cease unless specifically addressed within this Agreement or as agreed to per Article 8.05 above.

ARTICLE 9 MISCELLANEOUS

- 9.01 This Agreement shall be governed by the laws of the State of Colorado, or, where applicable, federal law.

- 9.02 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF REPUTATION OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY SIMILAR CLAIM OR DEMAND, AND EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO MAKE ANY CLAIM TO THE CONTRARY. ADDITIONALLY, EXCEPT IN CASES INVOLVING CLAIMS ADMINISTRATOR'S WILLFUL MISCONDUCT, CRIMINAL CONDUCT OR FRAUD, CLAIMS ADMINISTRATOR'S CUMULATIVE LIABILITY TO PLAN SPONSOR WILL NOT EXCEED THE ADMINISTRATIVE FEES ACTUALLY PAID BY PLAN SPONSOR TO CLAIMS ADMINISTRATOR FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY OR OBLIGATION. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE RISK OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CONTRACT ADMINSTRATOR TO PLAN SPONSOR AND IS AN ESSENTIAL ELEMENT OF THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

Subject to the preceding paragraph, Claims Administrator shall indemnify and hold harmless Plan Sponsor against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, resulting directly from Gross Negligence or willful misconduct of Claims Administrator. Unless prohibited by law or resolution, Plan Sponsor agrees to indemnify and hold harmless Claims Administrator against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim or judgment, including reasonable attorneys' fees, arising out of, or resulting from Claims Administrator's acts or omissions taken at the direction of Plan Sponsor, its agents or brokers; or Claims Administrator's performance of its services hereunder where Claims Administrator and/or its subcontractor or vendor adhered to the framework of policies, interpretations, rules, practices, and procedures made or established by Plan Sponsor, or has otherwise performed its services without Gross Negligence or willful misconduct and, in accordance with industry practices, or is being considered an entity responsible for payment under the Plan, as referenced in Federal Medicare Secondary Payer laws and regulations. The provisions of this section shall apply to arbitration and all forms of alternative dispute resolution as well as litigation. These indemnifications shall survive the termination of this Agreement.

- 9.03 Claims Administrator shall not be responsible or obligated for the investment of any assets or funds of the Plan.
- 9.04 This Agreement, together with the Schedule(s) and any Amendments, constitutes the entire Agreement between Claims Administrator and Plan Sponsor with respect to the subject matter hereof, and supersedes all prior proposals, discussions, negotiations, and writings between the Parties relating to such subject matter. This Agreement may only be modified in writing and executed by authorized representatives of both Claims Administrator and Plan Sponsor.
- 9.05 If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect and the illegal or unenforceable provisions shall be modified so as to conform to the original intent of this Agreement to the greatest extent legally permissible.
- 9.06 The obligations of either Claims Administrator or Plan Sponsor under this Agreement shall be suspended during the continuance of any force majeure applicable to the Party. The term "force majeure" shall mean any cause not reasonably within the control of the Party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related

disasters, earthquake, governmental action, and unavailability or break down of equipment. The Party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs. If a force majeure suspension affecting one of the Parties continues for more than thirty (30) days, the other Party may elect to immediately terminate this Agreement by written notice on any business day thereafter.

- 9.07 Neither Party may assign its rights or duties under this Agreement without the prior written consent of the other, except that either Party may assign this Agreement without the prior written approval of the other Party if the assignment or transfer occurs in connection with a merger, acquisition, or other corporate re-organization. Claims Administrator may subcontract certain duties to non-affiliated third parties provided that such assignments and subcontracts shall not relieve such Party of any obligations or liability under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.
- 9.08 Any failure by a Party to enforce or require performance by the other Party of any of the terms or conditions of this Agreement shall not constitute a waiver or a breach of any such term or condition thereafter occurring.
- 9.09 This Agreement is entered into by and between Plan Sponsor and Claims Administrator and is for their benefit only. There is no intent by either Party to create or establish third party beneficiary status or rights or their equivalent in any Plan Member, subcontractor, or other third party to this Agreement, and no such third party shall have any right to enjoy any benefit created or established under this Agreement.
- 9.10 Claims Administrator shall be entitled to rely upon any communication believed by it to be genuine and to have been signed or presented by the Plan Sponsor or a proper party or parties. Notices and communications under this Agreement must be given in writing and may be given by one party to the other by first class mail, express mail, courier or other delivery service, or facsimile or electronic mail.

Notices to Claims Administrator shall be sent to the following address, or such other address as the Claims Administrator may provide to the Plan Sponsor in writing from time to time:

Imagine360 Administrators, LLC
Attn: Jacki Skwarek
Park Central 8
12770 Merit Dr. Suite 200
Dallas, TX 75251

Notices to the Plan Sponsor shall be sent to the following address, or such other address as the Plan Sponsor may provide to Claims Administrator in writing from time to time:

Gunnison County, Colorado
Attn: Lauren Trautz
200 E. Virginia
Gunnison, CO 81230

ARTICLE 10 DISPUTE RESOLUTION

- 10.01 Any controversy or claim arising out of or relating to this Agreement, including by way of example only, the breach, termination or validity thereof, except for temporary, preliminary, or permanent

injunctive relief or any other form of equitable relief, shall be subject to informal dispute resolution whereby the Parties hereto shall meet and confer in good faith to resolve any disputes arising during the term of this Agreement. If the Parties are unable to resolve a dispute through such discussions, the aggrieved Party shall propose, in writing, a reasonable manner of resolving the dispute. The other Party shall respond by accepting, rejecting, or modifying the proposal, in writing, within thirty (30) days of the date it receives the proposed resolution. Discussions, negotiations, and documents shared throughout the informal dispute resolution period shall be treated as inadmissible, compromise, and settlement negotiations. In the event the Parties are unable to resolve the dispute within sixty (60) days through such informal dispute resolution, the Parties agree all remaining disputes and claims will be resolved by arbitration administered by the Judicial Arbitration and Mediation Services (“JAMS”) and conducted by a sole arbitrator who shall be a former federal judge, unless the Parties agree otherwise. The arbitration proceedings shall be held in accordance with JAMS’ Comprehensive Arbitration Rules and Procedures and pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Any award rendered by the arbitrator shall be final and binding upon the Parties and judgment upon any such award may be entered in any court having jurisdiction. Except as may be required by law or to the extent necessary for enforcement of any award, neither Party nor the arbitrator may disclose the existence, content, record, or results of arbitration. Fourteen (14) calendar days before the hearing, the Parties will exchange and provide to the arbitrator: (a) a list of witnesses such Parties intend to call (including experts) including a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits such Parties intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages. The place of arbitration shall be Gunnison, Colorado.

ARTICLE 11 SCHEDULES TO THE AGREEMENT

11.01 The Schedules attached hereto become part of the body of this Agreement and are herein incorporated by reference when selected by Plan Sponsor. Schedules or Amendments subsequently executed by both Parties and attached hereto shall become part of the body of this Agreement and incorporated herein.

SCHEDULE A**FEES**

In accordance with Article III of the Administrative Services Agreement, Plan Sponsor agrees to pay to Claims Administrator the following Administrative Fees:

Service or Item	Fee
Administrative Services¹	
• Per Employee (bundled)	\$39.00 PEPM
• Per Employee (Dental only)	\$3.50 PEPM
• Per Employee (Vision only)	\$1.50 PEPM
• Consolidated Appropriations Act/Transparency in Coverage Fee	\$1.75 PEPM
• COBRA Administration Fee	\$1.50 PEPM (See Schedule N)
• Third Party Recovery	30% of Recovery (See Schedule C)
• IRO Appeal	\$98 + cost of IRO review
• Monthly Minimum Fee	75% of Initial EEs x Admin Fee
• Monthly Late Charge	\$250
Owed each month for any premium payment received by Administrator after the last day of the month that payment due	
Claim Pricing and Cost-Containment	
• Reference-Based Pricing (RBP) Fee	Various (See Schedules I & J)
• MPI PPO Fee	\$8.00 PEPM
• Cost-Containment Services- non-RBP claims, as applicable	25% of Savings
• Virtual Cash Card (per claim)	6% of Billed Charges
Utilization Review and Care Management	
• Utilization Review Notification	Included (See Schedule D)
• Care Management	\$175/hr (See Schedule D)
• Physician Review	\$300/hr (See Schedule D)
Telehealth Service Fees	
• Emergent/Urgent 24/7 Telemedicine, Virtual Primary Care and Virtual Behavioral Health	\$1.95 PEPM (See Schedule E)
Special Claims Charges (if applicable)	
• Pre-Contract (Run-In)	10% of Paid Claims
• Post-contract payment (Run-Out)	10% of Paid Claims

¹ Fees may be revised if the Plan Sponsor requires additional services not listed in this Agreement

NOTE: The fee and rates outlined in Schedule A shall be renewed and revised as necessary; in any event, on the anniversary of each Plan year while this Agreement remains effective, the fees for services and goods provided, other than percentage fees, shall be adjusted up commensurate with a percentage at least equal to the percent change in the Consumer Price Index (CPI-U, U.S. City Average, All Items) for the most recent year available, (a "CPI Adjustment"). Where the CPI-U adjustment is lower than three percent (3%) per annum, Plan Sponsor agrees to a minimum increase of three percent (3%) for the applicable Plan year. Plan Sponsor may accept the CPI Adjustment by paying the adjusted fee or send a written request to Claims Administrator seeking to cap the CPI increase. Upon receipt of such request, Claims Administrator agrees it will meet and confer with Plan Sponsor to negotiate a mutually acceptable CPI increase.

SCHEDULE B**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This **HIPAA Business Associate Agreement** (“Agreement”), dated effective as of January 1, 2025 (the “Effective Date”), is by and between Gunnison County, Colorado Employee Medical Benefit Plan (“Covered Entity”) and Imagine360 Administrators, LLC and its affiliates (“Business Associate”) and relates to Business Associate’s provision of Services on Covered Entity’s behalf as described in the Background paragraphs hereof. Hereinafter, Covered Entity and Business Associate may be referred to, each, as a “Party” and, collectively, as the “Parties”.

BACKGROUND

Covered Entity has engaged Business Associate, pursuant to the underlying services agreement(s) between the Parties (as may be amended, the “Services Agreement”), to provide certain services for and on behalf of Covered Entity (the “Services”) as a result of which Covered Entity may Disclose Protected Health Information to Business Associate.

To the limited extent that Business Associate creates, receives, maintains, or transmits Protected Health Information on behalf of Covered Entity in connection with Business Associate’s performance of the Services, Business Associate shall be considered a Business Associate of Covered Entity.

Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information that may be Disclosed to Business Associate in connection with the Services in compliance with this Agreement and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, along with its implementing regulations promulgated by the Secretary of the Department of Health and Human Services (“HHS”), including, the “Privacy Rule” (45 C.F.R. Part 160 and Subparts A and E of Part 164), the “Security Rule” (45 C.F.R. Part 160 and Subparts A and C of Part 164), and the “Breach Notification Rule” (45 C.F.R. Part 160 and Subparts A and D of Part 164), as each may be amended from time to time (collectively, “HIPAA”).

Covered Entity and Business Associate intend for this Agreement to meet those requirements under HIPAA that mandate a written agreement between a Covered Entity and its Business Associate, and for this Agreement to set forth each Party’s respective obligations in connection with each Party’s Use and Disclosure of Protected Health Information in connection with Business Associate’s performance of the Services.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information provided for herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT**1. General.**

1.1 Incorporation. The Background paragraphs of this Agreement are hereby incorporated into this Agreement in full.

1.2 Definitions. Each capitalized term appearing in this Agreement not otherwise expressly defined herein shall have the meaning ascribed to it under HIPAA. Covered Entity shall mean Gunnison County, Colorado Employee Medical Benefit Plan . The meanings given to the terms “Disclosure” and “Use” in 45 C.F.R. 160.103 shall also apply to those capitalized terms used herein that are in the plural or in any tense or variant of the terms “Disclosure” and “Use”, such as “Disclose”, “Discloses”, “Disclosing” and “Disclosed”, and “Uses”, “Using” and “Used”, respectively. “PHI” shall mean Protected Health

Information that is created, received, maintained or transmitted by Covered Entity and is Used or Disclosed by Business Associate in order for Business Associate to perform the Services. “e-PHI” shall mean Electronic Protected Health Information that is created, received, maintained or transmitted by Covered Entity and is Used or Disclosed by Business Associate in order for Business Associate to perform the Services. “Unsecured PHI” shall mean Unsecured Protected Health Information that is created, received, maintained or transmitted by Covered Entity and is Used or Disclosed by Business Associate in order for Business Associate to perform the Services.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall continue in full force indefinitely until terminated upon the earlier of either Party terminating this Agreement pursuant to Section 8.1 hereof or the termination or expiration of the Services Agreement. Upon the termination of this Agreement for any reason, Section 8.2 hereof shall apply.

3. **Obligations of Covered Entity.**

3.1 **Safeguards.** Covered Entity shall comply with HIPAA and all applicable federal and state laws governing the privacy and security of health information. Covered Entity shall implement and maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the privacy and security of PHI in accordance with the applicable standards and requirements under HIPAA. .

3.2 **Permissible Requests; Minimum Necessary.** Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that, if done by Covered Entity, would not be permissible under HIPAA, all applicable federal and state law or any applicable third-party agreement to which Covered Entity is a party. Furthermore, Covered Entity shall Disclose to Business Associate only the amount of PHI that Covered Entity determines to be the minimum necessary for Business Associate to perform its obligations under the Services Agreement. Covered Entity shall adhere to all applicable minimum necessary standards established from time to time by HHS or any other federal or state agency.

3.3 **Notice of Privacy Practices.** If Covered Entity is required under HIPAA to maintain a Notice of Privacy Practices (“NPP”), Covered Entity shall promptly provide Business Associate with its current NPP, and any amendments thereto or replacements thereof, to the extent that the terms of the NPP will affect Business Associate’s performance under the Services Agreement or this Agreement or Business Associate’s compliance with HIPAA.

3.4 **Prompt Notification.** To the extent that it affects Business Associate’s performance of its obligations under this Agreement or the Services Agreement or Business Associate’s compliance with HIPAA, Covered Entity shall promptly notify Business Associate of any and all requests it receives by or on behalf of any and all Individuals with respect to Covered Entity’s obligations under 45 C.F.R. 164.522 (restricting Disclosure of PHI), 164.524 (providing access to or a copy of PHI), 164.526 (amending PHI), or 164.528 (accounting of Disclosures of PHI).

3.5 **Authority.** Covered Entity represents and warrants that it is authorized under HIPAA, all applicable federal and state laws, and all applicable third-party agreements to which Covered Entity is a party to Disclose PHI to Business Associate for the purpose of Business Associate’s provision of the Services. Covered Entity shall promptly notify Business Associate if the immediately preceding sentence ceases to be true, including instances where a third party implements any restriction or limitation which may affect Business Associate’s ability to render the Services or to Use or Disclose PHI pursuant to the terms of this Agreement.

4. Obligations of Business Associate.

4.1 Permitted Uses and Disclosures, Generally. Subject to the terms of this Agreement and HIPAA, Business Associate may Use or Disclose any and all PHI it creates, receives, maintains or transmits on behalf of Covered Entity, as follows:

4.1.1 Purpose and Scope. Business Associate may Use or Disclose PHI as follows: (i) as permitted hereunder to provide or perform the Services; (ii) as Required by Law; or (iii) as otherwise permitted under HIPAA and applicable law.

4.1.2 Amount of Information. Business Associate may Use or disclose only the minimum necessary amount of PHI needed, in Business Associate's discretion, for Business Associate to render the Services, and Business Associate shall adhere to all applicable minimum necessary standards established from time to time by HHS or any other federal or state agency.

4.1.3 Use for Management and Administration. Business Associate may Use PHI if such Use is necessary: (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

4.1.4 Disclosure for Management and Administration. Business Associate may Disclose PHI to a third party for the proper management and administration of Business Associate if: (i) the Disclosure is Required By Law; or (ii) Business Associate obtains from such third party reasonable assurances that: (a) PHI will be held confidentially and in compliance with HIPAA, and Used or further Disclosed by such third party only as Required By Law or for the purpose for which it was Disclosed to such third party; and (b) the third party will notify Business Associate, without unreasonable delay, of any Breach or potential Breach of PHI of which such third party becomes aware.

4.2 Uses or Disclosures Requiring Prior Authorization. Business Associate understands that, except as expressly provided in this Agreement or permitted under HIPAA and all applicable federal and state laws, it shall not Disclose PHI to any third party without first having received an authorization that complies with 45 C.F.R. 164.508 ("Authorization") from the affected Individual(s). To the extent Disclosure of PHI to a third party is required for Business Associate to render the Services, Covered Entity shall assist Business Associate in obtaining, or obtain for Business Associate, the necessary Authorizations. Business Associate shall retain a copy of each Authorization it obtains pursuant to this Section 4.2 in accordance with the retention requirements set forth in 45 C.F.R. 164.508.

4.3 Prohibited Uses and Disclosures. Business Associate shall not directly or indirectly accept remuneration in exchange for Using or Disclosing any PHI except as permitted by HIPAA. Business Associate may accept such remuneration from Covered Entity in exchange for Services rendered by Business Associate on Covered Entity's behalf. Furthermore, Business Associate shall not Use or Disclose PHI as follows: (i) for Marketing, except as allowed by HIPAA; (ii) other than as permitted or required by this Agreement or as Required By Law; or (iii) in any manner that would violate HIPAA or other applicable law if done by Covered Entity. Business Associate shall take reasonable measures to mitigate the harmful effect of any known Use or Disclosure of PHI by Business Associate that is not in accordance with the terms of this Agreement.

4.4 HIPAA Final Rule To Support Reproductive Health Care Privacy. Business Associate will comply with any applicable restrictions or prohibitions with respect to the use or disclosure of PHI related to reproductive health care, as required under HIPAA, including the HIPAA Final Rule To Support

Reproductive Health Care Privacy (89 Fed. Reg. 32976 (April 26, 2024)). Business Associate will be responsible for obtaining any required attestation, determining whether use or disclosure of PHI related to reproductive health care is permissible, and documenting any disclosure required under the accounting requirements at 45 C.F.R. 164.528.

4.5 Security Matters.

4.5.1 General. Business Associate shall comply with the requirements of the Security Rule, as it applies to Business Associate.

4.5.1.1 Safeguards of e-PHI. Business Associate shall comply with HIPAA and all applicable federal and state laws governing the privacy and security of health information. Business Associate shall implement and maintain reasonable and appropriate administrative, technical and physical safeguards to prevent the Use or Disclosure of PHI other than as permitted under this Agreement. With respect to e-PHI, Business Associate shall: (i) ensure the confidentiality, integrity, and availability of all e-PHI Business Associate creates, receives, maintains, or transmits; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such e-PHI; (iii) protect against any reasonably anticipated uses or disclosures of such e-PHI that are not permitted or required under HIPAA; and (iv) ensure compliance with the Security Rule by its Workforce. Business Associate shall implement security measures to protect e-PHI transmitted by Business Associate from unauthorized access, as required by HIPAA.

4.5.1.2 Documentation. Business Associate shall maintain records, in hard copy or electronic format, of the following, and retain such records in accordance with 45 C.F.R. 164.316(b)(2)(i): (i) policies and procedures implemented by Business Associate to comply with the Security Rule; and (ii) any action, activity or assessment required of Business Associate under the Security Rule.

4.5.2 Reporting Breaches and Security Incidents.

4.5.2.1 Reporting Breaches. Business Associate shall comply with the notification requirements under HIPAA relating to a Breach of PHI, including the applicable provisions of the Breach Notification Rule. Business Associate shall promptly report to Covered Entity any Use or Disclosure of PHI that is not permitted under this Agreement or HIPAA, including any Breach of PHI. Business Associate shall make such report to Covered Entity within **ten (10) calendar days** from the date that Business Associate discovers such Breach. For purposes of this Agreement, Business Associate shall be deemed to have “discovered” a Breach as of: (i) the first day on which such Breach is actually known to any person that is an agent of Business Associate in accordance with the federal common law of agency, or that is a member of Business Associate’s Workforce; or (ii) by exercising reasonable diligence, the first day on which such Breach should have been known to Business Associate. Business Associate shall take all commercially reasonable steps to allow it to discover Breaches of PHI.

4.5.2.2 Determination of Breach. Business Associate may perform any final risk assessment determinations with respect to potential Breaches of Unsecured PHI, including determining whether there is a “low probability” that any potential Breach compromised the security or privacy of Unsecured PHI.

4.5.2.3 Assistance and Cooperation. The Parties shall assist and cooperate with each other as reasonably necessary for each Party to comply with the Breach Notification Rule. Business Associate shall provide Covered Entity with such information known to Business Associate as may be required for Covered Entity to determine if a Breach of PHI occurred, and to notify affected

Individuals of such event, if so required under the Breach Notification Rule. If Business Associate or any of Business Associate's Subcontractors is the direct cause of a Breach of PHI, Business Associate shall provide Covered Entity with administrative support and other resources as may be reasonably requested by Covered Entity to assist Covered Entity to satisfy its obligations, if any, under the Breach Notification Rule.

4.5.2.4 Reporting Security Incidents. Consistent with this Section 4.4.2.4, Business Associate shall report as soon as practicable to Covered Entity any Security Incident of which Business Associate becomes aware that involves PHI. Notwithstanding the immediately foregoing sentence, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are inconsequential or harmless in nature, such as pings and port scans, and Business Associate is not required to provide Covered Entity with subsequent notification upon the occurrence of such unsuccessful Security Incidents. Nevertheless, to the extent that Business Associate becomes aware of a pattern or an unusually high number of such unsuccessful Security Incidents involving PHI and resulting from the repeated acts by a single person or entity, Business Associate shall notify Covered Entity of such attempts.

4.5.2.5 Notice of Breach or Security Incident. To the extent Business Associate is required to provide Covered Entity with notice of any Breach of PHI under Section 4.5.2.4 hereof, or any Security Incident involving PHI under Section 4.5.2.5 hereof, Business Associate shall provide such notice to Covered Entity in writing pursuant to Section 7.5 hereof (relating to issuing notices hereunder) to Covered Entity's Privacy Officer, Security Officer, or other person designated by Covered Entity for receipt of such notice or, if Covered Entity has identified an email address for such notifications, by way of electronic mail to the email address identified by Covered Entity.

4.6 Requested Restrictions. To the extent instructed by Covered Entity in writing, Business Associate shall comply with a request by an Individual to restrict Disclosure of the Individual's PHI to a health plan in accordance with 45 C.F.R. 164.522. Business Associate shall promptly direct to Covered Entity all such requests Business Associate receives directly from an Individual.

4.7 Availability of Information. Business Associate shall make available to Covered Entity such information in Business Associate's possession that is necessary to permit Covered Entity to fulfill its obligations to provide access to, provide a copy of, to amend and to account for Disclosures of PHI pursuant to 45 C.F.R. 164.524, 164.526, and 164.528.

4.8 Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B). Covered Entity permits Business Associate to use Covered Entity's de-identified aggregated data to further develop and maintain the Services, including aggregating the PHI received from the Covered Entity with the PHI received from other plans served by Claims Administrator as permitted by HIPAA for the purpose of data analysis relating to quality control, cost analysis, comparative analysis and other healthcare operations of the Covered Entity.

4.9 Business Associate's Subcontractors. Business Associate shall enter into a written agreement with each of its Subcontractors that Use or Disclose PHI that satisfies the applicable requirements under HIPAA with respect to Subcontractor's Use or Disclosure of PHI (the "Subcontractor Agreement"). In the event that Business Associate knows of a pattern of activity or practice of any of those Subcontractors that constitutes a material breach or material violation of the applicable Subcontractor Agreement, Business Associate shall take reasonable steps to, or shall cause such Subcontractor to, cure such breach or end such violation, as applicable. If such steps to cure such breach or end such violation are unsuccessful, Business Associate shall terminate the applicable Subcontractor Agreement and, to the extent

feasible, those provisions of such Subcontractor's underlying services agreement or arrangement with Business Associate that requires the Use or Disclosure of PHI.

4.10 Internal Practices. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to HHS for purposes of determining Covered Entity's compliance with HIPAA.

4.11 Application of Privacy Rule. To the extent Business Associate is to carry out a function or obligation of Covered Entity with respect to the Privacy Rule, Business Associate shall comply with the requirements under the Privacy Rule that apply to Covered Entity in the performance of such function or obligation.

5. State Law. Business Associate and Covered Entity shall comply with any provision or requirement concerning privacy or security of information under any state law applicable to Business Associate's Use and Disclosure of PHI that is more stringent than a similar provision or requirement under HIPAA, as provided in 45 C.F.R. 160.203.

6. Information on Safeguards. Upon Covered Entity's reasonable request, which shall be in writing, Business Associate shall provide Covered Entity with information concerning the safeguards and/or other information security practices that the Business Associate utilizes to protect the confidentiality of PHI in its possession.

7. Termination.

7.1 Terminable Events.

7.1.1 Noncompliance. Without limiting the termination rights of the Parties under the underlying business agreement, if either Party (the "Notifying Party") becomes aware of an activity or practice by the other Party (the "Breaching Party") that constitutes a material breach or material violation of the Breaching Party's obligations under this Agreement, HIPAA or any other applicable privacy or security law, the Notifying Party shall notify the Breaching Party of such breach or violation. Thereafter, the Breaching Party shall have an opportunity to cure such breach or end such violation, as applicable, within a reasonable timeframe as agreed to by the Parties (the "Cure Period"). Following receipt of the aforementioned notice, if the Breaching Party does not take reasonable steps to or otherwise does not successfully cure the breach or end the violation, as applicable, then, following the expiration of the Cure Period, the Notifying Party is permitted to terminate this Agreement.

7.1.2 Completion of Services Requiring Use or Disclosure of PHI. In the event that Business Associate's continued representation of Covered Entity no longer requires Business Associate to Use or Disclose PHI, either Party shall be permitted to terminate this Agreement upon so notifying the other Party of such intent in writing.

7.2 Effect of Termination. Upon termination of this Agreement or the Services Agreement for any reason, Business Associate shall return to Covered Entity or destroy, any PHI it holds as requested, or maintain in any form, PHI in accordance with the protections under this Agreement in order to fulfill its contractual duties. Upon return or destruction of any PHI, Business Associate shall retain no copies of such PHI, or if return or destruction of all or any portion of PHI is not feasible as determined by Business Associate, Business Associate shall, at Covered Entity's reasonable expense, continue to extend the protections of this Agreement to such information, and limit further Use or Disclosure of PHI to those purposes that make the return or destruction of such PHI infeasible. Any term or provision of this

Agreement that, by its nature, is intended to survive the termination of this Agreement, shall survive the termination of this Agreement, including this Section 7.2 and Sections 9, 11 and 13 hereof.

8. **Disclaimer.** Neither Party represents or warrants to the other Party that compliance by the other Party with this Agreement will be adequate or satisfactory for such other Party's own purposes, including such other Party's compliance with applicable law, or that any information in such other Party's possession or control, or transmitted or received by such other Party, is or will be secure from unauthorized Use or Disclosure. Each Party is solely responsible for all decisions made by such Party regarding the safeguarding of PHI.

9. **Change of Law.** The Parties acknowledge that state and federal law and regulation relating to electronic data security and privacy, including, HIPAA, are rapidly evolving and that the Parties may be required to amend this Agreement in order to ensure each Party's compliance with applicable law or regulation. Accordingly, if either Party reasonably determines that this Agreement must be amended in order for the Parties to be compliant with applicable law or regulation, as well as agency and court interpretations of those requirements, such Party shall so notify the other Party, and the Parties shall then promptly enter into negotiations concerning the terms of such amendment, to the extent required for the Parties to be compliant with applicable law or regulation. If either Party requests an amendment to this Agreement pursuant to this Section 9 and (i) the other Party fails to promptly enter into negotiations to establish the terms of such amendment or (ii) the other Party refuses to enter into the agreed upon amendment following such negotiations or terminates such negotiations, then either Party may terminate this Agreement and that portion of the Services Agreement that requires or permits Covered Entity to Disclose PHI to Business Associate, upon thirty (30) days' advance written notice to the other Party. Notwithstanding the foregoing, this Agreement shall be deemed to be amended in the event of an amendment or change to HIPAA to the extent necessary for the obligations of each Party to comply with such amendment or change effective as of the date that compliance with such amendment or change is required.

10. **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 Covered Entity and Business Associate and their respective heirs, representatives, successors and assigns, any rights, remedies, obligations or liabilities whatsoever, whether as creditor beneficiary, donor beneficiary or otherwise.

11. **Independent Contractor.** Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint venturers or any similar relationship, between the Parties hereto. Covered Entity and Business Associate acknowledge that Business Associate is an independent contractor, and not an agent, of Covered Entity.

12. **Insurance.** Each Party represents and warrants that it currently maintains one or more liability insurance policies, with reputable carriers, at commercially reasonable coverage limits, based on the size, operations and business of such Party. Each Party shall maintain such coverage throughout the term of this Agreement.

13. **Miscellaneous.**

13.1 **Entire Agreement.** This Agreement supersedes all prior or contemporaneous agreements, written, oral or electronic, between Covered Entity and Business Associate with respect to the subject matter hereof and contains the entire understanding and agreement between the Parties with respect to the subject matter hereof.

13.2 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable law governing the Services Agreement without regard to conflict of laws principles.

13.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party hereto and their respective heirs, representatives, successors and assigns.

13.4 Mutual Negotiation. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provisions hereof, no consideration shall be given to the issue of which Party actually prepared, drafted, requested or negotiated any provision of this Agreement, or its deletion.

13.5 Notices. Except as otherwise expressly permitted under Section 4.5.2.5, all notices, demands and other communications to be made by either Party under this Agreement (“Notice”) shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, confirmed (read receipt) email, recognized overnight courier service which provides a receipt against delivery, or certified or registered mail, postage prepaid, return receipt requested, to the other Party at the address provided by such other Party to the first Party from time to time. Notice shall be deemed effective, if personally delivered, when delivered; if sent by confirmed facsimile transmission, when sent; if sent by confirmed email, when read; if sent by overnight delivery, on the first business day after being sent; and if mailed in accordance herewith, at midnight on the third business day after such Notice is deposited with the U.S. Postal Service.

13.6 Modification. This Agreement shall be amended or superseded only by a written instrument that references this Agreement and is signed by both Parties.

13.7 Preservation of Rights. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. No term of this Agreement shall be deemed waived unless such waiver is in writing and such writing is signed by the Party waiving compliance with such term.

13.8 Provisions Severable. The provisions of this Agreement are independent of and severable from each other. No provision will be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any one or more of any of the provisions of this Agreement may be deemed invalid or unenforceable in whole or in part.

13.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties. For purposes of this Agreement, signatures received electronically or by facsimile transmission shall be deemed original signatures.

13.10 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with, and is consistent with, HIPAA. In the event of any conflict with respect to the subject matter of this Agreement between the provisions of this Agreement and the Services Agreement, the provisions of this Agreement shall be controlling and effective to the extent of such conflict. The headings in this Agreement are for convenience of reference only and shall not be used to interpret or construe its provisions. Furthermore, any reference in this Agreement to a section in HIPAA or any other law, regulation or guidance means such referenced authority as in effect from time to time. The words “include” or “including” are intended to be interpreted as if followed in each case by the words “without limitation”.

For purposes of this Agreement, unless the context of this Agreement clearly requires otherwise, (i) the word “or,” has the inclusive meaning represented by the phrase “and/or”; (ii) the word “hereof” shall have the same meaning as the phrase “of this Agreement”; and (iii) the word “hereunder” shall have the same meaning as the phrase “under this Agreement”.

13.11 Limitation on Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY HERETO FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SCHEDULE C**THIRD PARTY RECOVERY SERVICES**

This Schedule C (Third Party Recovery Services) contains the additional terms and conditions under which Claims Administrator has agreed to supply, and Plan Sponsor has agreed to access, the following Services.

ARTICLE 1**THIRD PARTY RECOVERY SERVICES**

- 1.1 Claim Recovery. In the event a payment of Plan benefits is made on behalf of the Plan exceeding the amount due (“Overpayment”), Claims Administrator shall make commercially reasonable efforts to recover any material Overpayment. Services performed toward the recovery of an Overpayment is referred to as a claim recovery (“Claim Recovery”). Claims Administrator will use its own methods and procedures when performing Claim Recovery, and Plan Sponsor will fully cooperate with Claims Administrator in relation to any Claim Recovery. Claim Recovery efforts may remain open for up to twelve (12) months after the alleged Overpayment. Claims Administrator will only be responsible for an Overpayment to the extent the Overpayment was due to Claims Administrator’s gross negligence.

Claims Administrator may initiate litigation as a part of the Claim Recovery, but Claims Administrator has no obligation to do so. If Claims Administrator initiates litigation in a Claim Recovery, Plan Sponsor will cooperate with Claims Administrator in any litigation. Plan Sponsor will be responsible for the service fees (as described in Article 2). Claim Recovery services may be provided by Claims Administrator through a subcontractor or affiliate or as negotiated in advance with Plan Sponsor. The fee will be deducted from any proceeds received resulting from Claim Recovery, and Plan sponsor will be provided with the net proceeds.

- 1.2 Third Party Recovery. Claims Administrator will exercise commercially reasonable efforts toward the return of Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense. For convenience alone, the third party recovery services contemplated by this Schedule will be referred to as subrogation (“Subrogation”).

Third party liability and/or similar reimbursement language must be included in the Plan Sponsor’s summary plan description (“SPD”), and the SPD must be finalized and available to Plan Sponsor’s employees before Subrogation can be investigated and pursued. Claims Administrator may continue to process claims during the claim investigation process. Claims Administrator will not pend or deny claims as a part of the Subrogation service.

Claims Administrator will engage third parties to conduct a review of paid claims processed under this Agreement and perform Subrogation. Such contractors may be paid based on a percentage of gross amounts recovered or other reasonable basis with the net amounts recovered returned to Plan Sponsor. This fee includes reasonable expenses associated with pursuing Subrogation and/or other reimbursement, which may include, but is not limited to: (a) police reports, (2) asset checks, (3) ISO searches, (4) fees associated with obtaining filings in pending legal proceedings, and (4) private investigator locate reports. Plan Sponsor acknowledges that Claims Administrator will use its own standards and procedures when performing Subrogation, and it may not be able to obtain a full or partial recovery in any case. Claims Administrator will not pursue any Subrogation if it is not permitted by any applicable law or if the matter is immaterial or efforts would be impractical.

Claims Administrator will not be liable for amounts subject to Subrogation that it does not successfully recover.

Claims Administrator will have no obligation to initiate litigation as a part of Subrogation; however, Claims Administrator will advise Plan Sponsor where it recommends litigation. If litigation is recommended by Claims Administrator, Plan Sponsor shall have the option to accept or reject the recommendation. If Plan Sponsor accepts the recommendation, Plan Sponsor will cooperate with Claims Administrator in the litigation. All reasonable costs and expenses, including attorney’s fees, associated with litigation will be paid by Plan Sponsor. Plan Sponsor agrees it will participate in the defense of lawsuits relating to Subrogation and reimbursement services in which it and/or Claims Administrator have been named as a defendant.

Plan Sponsor will be charged fees for the Subrogation services in amounts set forth in Article 2 of this Schedule. The fees are deducted from the proceeds obtained through the Subrogation service. Plan Sponsor will receive the net amount of such proceeds. If no monies are recovered as a result of the Subrogation/pursuit of reimbursement, no fees or expenses incurred by Claims Administrator will be charged to Plan Sponsor. Notwithstanding the above, should Plan Sponsor pursue recovery by settlement or otherwise waive any Subrogation or other reimbursement claim, or instruct Claims Administrator to cease pursuit of a potential Subrogation claim, Claims Administrator will be entitled to its standard fee, which will be calculated based on the full amount of claims paid at the time the Plan Sponsor resolved the file or instructs Claims Administrator to cease its efforts.

**ARTICLE 2
RIGHTS AND DUTIES OF PLAN SPONSOR**

- 2.1 Exclusive Service. Plan Sponsor will utilize Claims Administrator on an exclusive basis for the Recovery and Subrogation Services identified in this Schedule.
- 2.2 Settlement Authority. Claims Administrator will supply Subrogation services, and Plan Sponsor grants Claims Administrator authority to assert liens and negotiate and compromise liens as deemed reasonably necessary (in the judgment of Claims Administrator), to preserve the interest of the Plan, including those involving Subrogation, and reimbursement. Claims Administrator will request Plan Sponsor’s approval of settlements and/or reductions exceeding its advance settlement authority. Plan Sponsor will provide Claims Administrator with a liaison who will be responsible for providing settlement authority, and/or cooperating with Claims Administrator in the pursuit of any matter under this Schedule. Claims Administrator is authorized to accept settlement on behalf of the Plan as follows:

Lower Percent	Upper Percent	Required Approval
66-2/3%	100%	No approval required
When the recoverable lien is \$10,000.00 or less, or 100% of the available funds is less than \$10,000.00		No approval required.
Below 66-2/3%		Claims Administrator will send an email to Plan Sponsor requesting approval and approval is deemed given if no response is received within fourteen (14) days

- 2.3 Fees. Claims Administrator will be paid the fees set forth below for work performed pursuant to this Schedule. The fees are deducted from the actual recovered Overpayments and/or amounts recovered from Subrogation. If no monies are recovered as a result of the (non-litigated) Claim

Recovery and/or Subrogation services, no fees or expenses incurred by Claims Administrator will be charged to Plan Sponsor. Claims Administrator will provide reports to Plan Administrator detailing liens asserted, recoveries obtained, and fees charged to Plan Sponsor for services performed under this Schedule.

- 2.3.1 *Claim Recovery Fee (Non-Litigation)*: 30% of the gross amount of money obtained on behalf of the Plan.
- 2.3.2 *Subrogation Fee (Non-Litigation)*: 30% of the gross amount of money obtained on behalf of the Plan Sponsor. Claims Administrator is authorized to retain its fee from sums recovered and will promptly deposit net proceeds into a Plan owned account or return the same to Plan Sponsor, as mutually agreed.
- 2.3.3 *Fee in Litigated Matters*. 33-1/3% of the gross amount of money obtained on behalf of Plan Sponsor. Claims Administrator will pay any such legal fees charged by the attorney out of Claims Administrator's fee. Litigation expenses will be passed through to the Plan Sponsor for payment. Examples of litigation expenses include but are not limited to filing fees, service of process fees, court reporter fees and costs, attorney file-handling costs, investigation fees, expert witness fees, etc. Claims Administrator will promptly deposit net proceeds into a Plan-owned account or return the same to Plan Sponsor, as mutually agreed.
- 2.4 Termination. Upon the termination or expiration of this Schedule or the Agreement, Claims Administrator will have the exclusive right to pursue Subrogation and/or Claim Recovery on all matters identified and/or opened by Claims Administrator prior to termination or expiration. For the avoidance of doubt, Claims Administrator may continue to recover payments Claims Administrator is in the process of recovering. The appropriate fees will continue to be deducted from the actual proceeds obtained. Claims Administrator will not investigate or handle Subrogation or Claim Recovery on any matters identified after the termination date. If the Plan Sponsor requests that Claims Administrator discontinue Services with respect to any pending Subrogation case or Claim Recovery matter that is being monitored by Claims Administrator on behalf of Plan Sponsor, then Plan Claims Administrator will be entitled to its standard fee, which fee will be calculated based on the full amount of claims paid at the time Plan Sponsor resolved the file or instructs Claims Administrator to cease its efforts; however, neither the Plan nor Plan Sponsor may reopen the same or similar case, or resume recovery efforts themselves, through a competing vendor.

ARTICLE 3 RIGHTS AND DUTIES OF CLAIMS ADMINISTRATOR

- 3.1 Performance of Services. Claims Administrator will perform the services set forth as a part of this Schedule in a professional and timely manner based on the unique facts of each case or related cases. Claims Administrator will put forth commercially reasonable efforts to perform the services set forth in this Schedule using its own standards and procedures. Claims Administrator will provide a liaison who will monitor the Services and provide updates to Plan Sponsor upon reasonable request.
- 3.2 Reports. Claims Administrator will monitor the performance of the services and provide performance and pipeline reports upon the reasonable request of Plan Sponsor.
- 3.3 Reasonable Judgment. Plan Sponsor delegates to Claims Administrator the discretion and authority to develop and use its own standards and procedures for the performance of Subrogation services. Claims Administrator may determine whether to seek Subrogation, what steps to take if Claims

Administrator decides to seek Subrogation, and the circumstances under which a claim may be compromised or settled, provided the terms are within established settlement parameters. Once Claims Administrator has exhausted its Subrogation and/or Claim Recovery efforts, Claims Administrator will not take any further action on the claim.

Effective Date: January 1, 2025

**SCHEDULE D
UTILIZATION REVIEW AND CARE MANAGEMENT PROGRAMS**

Claims Administrator or its designee shall provide, and Plan Sponsor shall pay for, certain Utilization Review and Care Management services described in this Schedule D for the benefit of Plan Sponsor's health benefit plan:

- 1) provision of the notification process for services as required or requested per Plan Documents;
- 2) medical and large case management for acute or complex illness or injury, transition of care, or symptom triage;
- 3) disease management for chronic conditions including, but not limited, to asthma, diabetes, depression, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease;
- 4) maternity management;
- 5) comprehensive physician review of clinical records for services not meeting evidence-based guidelines or appealed notifications as necessary;
- 6) pharmaceutical physician peer review as necessary; and
- 7) other treatments or procedures provided for under the terms of the Plan Documents.

Utilization Review and Care Management services shall be charged per the below:

Notification Process	Included in Monthly Admin Fee
Care Management	\$175 per hour
Physician Review	\$300 per hour

Plan Sponsor agrees that if it fails to notify Claims Administrator of a loss of coverage so that Plan Member will have a termination date that precedes notification date the charges incurred to date of the notification will still apply.

The Disease/Maternity Management Program will provide services for (i) identifying Plan Members with disease or condition subject to management; (ii) identifying medical practices that research shows to be most effective; (iii) supporting adherence to those practices by providing treatment guidelines to medical providers, reviewing employees' compliance with the guidelines, and assisting physicians to monitor their patients who are employees; (iv) educating employees on self-management and adherence to treatment plans; and (v) collecting and analyzing the process and outcome measures. Plan Member eligibility in the program will be based upon current eligibility with the health plan, existence of a chronic condition that could be improved through education and lifestyle changes, benefit payment greater than \$1000 in actual or potential claims or greater than \$500 in prescription costs. Program contact information is provided in the correspondence sent to each program participant.

The Disease Management Program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. Participants may decline participation or disenroll (opt out) from Disease Management Programs by contacting Claims Administrator's Disease Management Department by phone or in writing. Participants have the right to receive information regarding changes in or termination of disease management services. Participants have the right to decline participation, revoke consent, or terminate participation at any time in disease management services. Participants who elect to enroll in the disease management program have the potential of receiving health benefits that could include (i) daily monitoring and improved outcomes in (e.g., blood glucose monitoring, peak flow readings, blood pressure) as prescribed; (ii) consistent use of prescribed medications; (iii) schedule and keep follow-up appointments; (iv) obtaining recommended screenings

according to the disease-specific standards of care; (v) having a primary care provider that plans and coordinates care; (vi) knowing the goals and targets agreed to with the physician and knowing current status in order to make lifestyle modifications to meet those goals and targets; (vii) learning skills to maximize healthy habits, such as exercising, not smoking, and eating a healthy diet and (viii) improved quality of life and reduced healthcare expenses.

Effective Date: January 1, 2025

**SCHEDULE E
TELEHEALTH SERVICES**

Claims Administrator or its designee shall provide access to, and Plan Sponsor shall pay for, certain telehealth services described in this Schedule E for the benefit of Plan Sponsor's health benefit plan:

I. Virtual Emergent and Urgent Care

24/7 access to remote telehealth and telemedicine consultations for non-emergent acute conditions provided via telephone and secure video by board-certified physicians. Consultation will be conducted by and the responsibility of the physician. The physician will consult with the Member and diagnose and prescribe such treatment or prescription as deemed medically necessary. The consultations shall only be used to treat minor medical conditions and the physician will direct the Member to the emergency department in the event that the physician, in his or her discretion determines that condition warrants immediate emergency medical care. The physician shall not prescribe any DEA scheduled controlled substances. Members shall be required to complete a comprehensive medical history disclosure and agree to the Informed Patient Consent and Release Form in order to be eligible to receive services.

II. Virtual Behavioral Health Services

Members shall be provided access to integrated behavioral health program. The program includes a full spectrum behavioral healthcare from therapy and counseling to psychiatry and medication management. Behavioral health visits can be available, on average, within seventy-two (72) hours. If clinically appropriate, Members shall be referred by their virtual primary care provider to mental health coaches or behavioral healthcare providers contracted with the telehealth network. Members shall be required to complete a comprehensive medical history disclosure and agree to the Informed Patient Consent and Release Form in order to be eligible to receive services.

III. Virtual Primary Care

A primary care Physician quarterback's the Member's healthcare needs through an integrated, team-based care model. Primary care includes ongoing specialized care for chronic conditions and at-home diagnostics, where lab tests are delivered to Members' with easy return options in prepaid packages. Members shall be required to complete a comprehensive medical history disclosure and agree to the Informed Patient Consent and Release Form in order to be eligible to receive services.

Plan Sponsor acknowledges and agrees that neither Claims Administrator nor any external vendor that might perform the services outlined in Schedule E shall have any right, obligation, or liability to participate in the determination of what care or treatment is rendered to a Plan Member or how such care or treatment shall be rendered. The decisions to obtain or deliver any health care service are solely between a Plan Member and his or her treating healthcare provider.

Effective Date: January 1, 2025

SCHEDULE I

REFERENCE-BASED PRICING SERVICES

This Schedule I contains the additional terms and conditions under which Claims Administrator has agreed to supply, and Plan Sponsor has agreed to access, the following audit and pricing.

ARTICLE 1. CLAIMS ADMINISTRATOR RESPONSIBILITIES

1.1 Referred Appeal Services. A Referred Appeal shall mean a referral by the Plan Sponsor to Claims Administrator of a final appeal, made in accordance with the terms of the Plan by a Plan Member or a medical provider, to review the benefits denied by the Plan Sponsor (for services provided (or to be provided) by a medical provider) on the basis that (1) such services are not Covered Benefits under the Plan, or (2) that if such services are covered benefits, the Plan is not financially responsible for some or all of the payment amount. “Referred Appeal” shall not mean any appeal for any “claim involving urgent care” which is also a “pre-service claim” (both terms as defined in subsection (m) of 29 C.F.R. § 2560.503-1 (the “DOL Claims Regulations”)), the adjudication of which shall be the sole responsibility of the Plan Administrator and any other person or entity to whom it may delegate such responsibility. “Referred Appeal” shall include appeals for an external review as defined in the Public Health Service Act (PHS Act) section 2719(b). Claims Administrator will review Referred Appeals in accordance with the Plan’s claims and appeals rules, to the extent such rules are not inconsistent with the requirements of the DOL Claims Regulations. Claims Administrator will provide the Plan an external and independent assessment of the denial of benefits by the Plan Sponsor for services provided or to be provided by a medical provider, and determine whether such services are covered benefits under the Plan and/or are the financial responsibility of the Plan.

1.2 Claim Review and Repricing Services. Claims Administrator will audit and review claims from directly and non-directly contracted providers in order to identify charges billed in error and/or charges for excessive or unreasonable fees, and to determine reimbursements in accordance with the Allowable Claim Limits established by the Plan appearing in Attachment #1 of this Schedule.

1.3 Disputed Audit Appeal Services. Claims Administrator will review additional information submitted by Plan Members and/or medical providers for disputed audits and determine if the Plan should provide additional reimbursements for services received by Plan Members above the Allowable Claim Limit that it originally determined.

1.4 Direct Contract Services. Claims Administrator and/or its affiliates will provide the Plan access to certain discounted fees and/or negotiated or scheduled reimbursement rates with specifically identified providers, under the terms of direct agreements it entered into with certain directly contracted providers, including any supplemental benefit provider and/or supplemental network partner. Claims Administrator and/or its affiliates shall have full discretion and authority to negotiate terms of, and enter into, such direct agreements and those rates shall be adopted by the Plan as the Allowable Claims Limits for Claims submitted by the directly contracted providers. Direct agreements include any pre-service single case agreements for facility services where the provider agrees to a reimbursement rate that is equal to or below the estimated Medicare allowed amount for the services in the geographic area plus an additional twenty percent (20%).

1.5 Defense of Plan Services. Negotiate, litigate or settle any and all lawsuits regarding an Claims Administrator audited claim, as authorized by the Plan, unless the settlement of the lawsuit solely involves

Claims Administrator funds.

1.6 Pre-Service Negotiations. Claims Administrator shall have the discretion and full authority to negotiate the terms and provisions of pre-service agreements (“PSA”) for all facility and professional claims on behalf of the Plan Sponsor directly with a provider of healthcare services for Plan Participants for any services covered under the Plan and for amounts related to specific services at estimated billed charges not to exceed five thousand dollars (\$5,000) per PSA. If such agreements exceed the above amount or the Maximum Acceptable Reimbursement for services set forth in Schedule J Attachment #1, Claims Administrator will work with the Plan Sponsor for approval of health services for the Plan Participant at an agreed upon provider.

ARTICLE 2. RESPONSIBILITIES OF THE PLAN SPONSOR

2.1 Plan Administration and Compliance. The Plan Sponsor acknowledges that Claims Administrator shall only be responsible for the duties outlined in Article 1.

2.2 Payment of Claims and Claims Administrator Fees.

- (a) Paying claims submitted by directly contracted providers in accordance with the terms of the direct agreements. The Plan Sponsor acknowledge and agree that failure to pay claims within the timeframe specified by the direct agreements may result in the loss of any discounts and the Plan being responsible for payment of all Charges of the directly contracted provider even if the charges exceed the Allowable Claim Limits established by the Plan; and
- (b) Paying Claims Administrator and/or its affiliates fees in accordance with the provisions of Article 4 of this Schedule.

2.3 Notification to Claims Administrator.

The Plan Sponsor shall notify Claims Administrator in writing within three (3) business days following the Plan Sponsor having actual or constructive knowledge of the commencement of any litigation relating to an Claims Administrator audited claim.

ARTICLE 3. CLAIMS ADMINISTRATOR COVERED EXPENSES

3.1 Definition. Claims Administrator Covered Expenses shall mean the following expenses for the defense of any lawsuit regarding an Claims Administrator-audited claim: (i) the cost of consultations and/or reviews by experts, if such experts are retained by Claims Administrator; (ii) attorneys’ fees, if such attorneys are retained by Claims Administrator; (iii) other investigation and defense costs and expenses incurred by Claims Administrator in the defense of the Plan and/or Plan Sponsor; and (iv) when the Plan is a party to a direct agreement, attorneys’ fees and costs incurred by a medical provider if a court of competent jurisdiction finally determines that a medical provider is entitled to reimbursement of some portion or all of such fees and costs from the Plan Sponsor and/or the Plan. Claims Administrator Covered Expenses shall also include settlements that Claims Administrator elects to pay.

3.1 Claims Administrator Responsibility for Claims Administrator Covered Expenses. Claims Administrator shall be responsible for payment of all Claims Administrator Covered Expenses (including Claims Administrator Covered Expenses incurred by Plan Members, provided that the Plan Members have not pursued legal actions against the Plan and/or the Plan Sponsor with respect to an Claims Administrator audited claim). Covered Expenses shall be paid by Claims Administrator with Claims Administrator solely approving the choice of legal counsel providing such legal services; provided that any Claims Administrator liability for such legal services will end, and Claims Administrator will have no further liability for any Claims Administrator Covered Expenses, if the Plan refuses to cooperate with legal counsel, including refusing to assent to compromise of claims where the proposed compromise would absolve the Plan of any liability for

the disputed amount or benefit.

3.2 Exclusions to Covered Expenses.

(a) Claims Administrator shall not be liable for any amount payable to a medical provider for medical services including or any judgment or verdict arising from or compensating a medical provider for any lawsuit regarding an Claims Administrator audited Claim.

(b) The result of reimbursement provided to any Medical Provider, or for any resulting fees or expenses associated with, the Independent Dispute Resolution for NSA-Eligible Claims. These fees and expenses shall be the sole responsibility of the Plan Sponsor and/or Plan.

(c) Claims Administrator shall not be liable for any Claims Administrator Covered Expenses incurred by the Plan Sponsor and/or the Plan in connection with any lawsuit or governmental action, if and to the extent that such Claims Administrator Covered Expenses are:

1. The result of disagreement between the Plan Sponsor and Claims Administrator that resulted in the Plan Sponsor reimbursing a claim at an amount other than the Allowable Claim Limit determined by Claims Administrator;
2. The result of a determination that the claim is subject to a PPO agreement or any other applicable non-Claims Administrator direct contract that requires the Plan to pay a pre-determined fixed amount or an amount other than the Allowable Claim Limit;
3. The result of the Plan Sponsor failure to perform any of the responsibilities in Article 2 of this Schedule;
4. The result of negligence or willful misconduct by the Plan Sponsor in performing its duties to the Plan and under this Schedule;
5. The result of language in the Plan Documents which is not in compliance with applicable law or which otherwise is unenforceable;
6. The failure of the Plan Sponsor to comply with ERISA, the ACA, applicable administrative safeguards in accordance with the DOL Claims Regulations, and any other applicable laws and regulations; or
7. The result of the Plan Sponsor's failure to provide timely funding necessary to pay a claim as approved by Claims Administrator.

ARTICLE 4. FEES

4.1 Claims Audited under the Claim Review and Audit Program. Twelve percent (12%) of the charges billed for claims from non-directly contracted facility providers, six percent (6%) of the charges billed for claims from non-directly contracted professional providers, three percent (3%) of Charges billed for Claims from the following Directly Contracted Providers:

- Sherry Niccoli, MD (PC0003962)
- Dr. Roanne Houck, N.D. (PC0003961)
- Elk Mountain Therapy Associates, LLC (PC0003904)
- Gunnison Valley Hospital (PC0002002)
- Heights Performance and Rehab Specialists (PC0003905)
- Homeland Health Specialists, Inc. (PC0006840)
- Pediatrics of Lima (PC0004655)

and six percent (6%) of the charges billed for claims from all other directly contracted providers, unless otherwise noted below. For directly contracted providers, if the combined amount of the Allowable Claim Limit and the fees due to Claims Administrator is greater than the charges billed by the medical provider, the compensation for Claims Administrator may default to fifteen percent (15%) of the amount of charges that are in excess of the Allowable Claim Limit.

- Supplemental network partners- fees shall be equal to twenty percent (20%) of the difference between the billed Charges and the Allowable Claim Limit.

4.2 NSA-Eligible Claims. For any eligible claims settled by Claims Administrator through the dispute resolution process regulated by the NSA, fees shall be equal to twenty percent (20%) of the difference between the billed charges and the final agreed upon reimbursement amount. A reconciliation will be performed monthly for all claims settled as a result of the NSA dispute resolution process and a rebate will be issued to the Plan Sponsor for any difference between the fees previously paid under Article 4.1 of this Schedule I and the NSA fees. In the event that the NSA fees result in a higher fee than those paid for audited claims, fees shall be capped at the original audit fee amount. Plan Sponsor agrees it and/or the Plan are responsible, for the payment of benefits, including all additional benefit payments due to a medical provider as a result of the dispute resolutions process for applicable NSA claims, along with all associated fees and expenses. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Schedule and the other terms of the Agreement or Schedules, it is the party's intent that the terms of this Schedule prevail, but only to the extent that the conflict involves a claim subject to the NSA.

4.3 No Savings Claim Negotiations. Claims Administrator may attempt to obtain Plan savings for No Savings Claims via negotiation or use of supplemental network partners. Fees shall be equal to twenty percent (20%) of the difference between the billed Charges and either the agreed upon settlement amount or Allowable Claim Limit.

4.4 Pre-Service Negotiations for Professional Medical Providers: Twenty percent (20%) of the difference between the billed Charges and the agreed-upon reimbursement amount.

SCHEDULE I ATTACHMENT #1**CLAIM REVIEW AND AUDIT PROGRAM SLA**

Claims Administrator will audit and review claims submitted for reimbursement by any of the following medical providers:

1. Hospitals,
2. Ambulatory Health and Surgical Centers,
3. Dialysis Clinics, and
4. Other licensed health-care facilities and professional individuals or groups for inpatient, outpatient, and ancillary services.

CLAIM REVIEW AND AUDIT GUIDELINES

Claims Administrator will utilize commercially reasonable efforts to review and audit Clean Claims to ensure that Medical Providers comply with industry standard coding logic and National Correct Coding Initiative (“NCCI”) and Centers for Medicare and Medicaid Services (“CMS”) coding standards. The Claim Review and Audit procedures that Claims Administrator performs shall include but shall not be limited to:

- 1. Errors.** Verifying that clean claims do not include any identifiable billing mistakes including, but not limited to, upcoding, duplicate charges, and charges for services not performed. Additionally, verifying that clean claims do not include charges that are required to treat injuries sustained or illnesses contracted, including infections and complications, which, in the opinion of the Plan Sponsor can be attributed to medical errors by the medical provider.
- 2. Unbundling.** Verifying that clean claims do not include charges for any items billed separately that are customarily included in a global billing procedure code in accordance with the American Medical Association’s CPT® (Current Procedural Terminology) and/or the Healthcare Common Procedure Coding System (HCPCS) codes used by CMS.
- 3. Itemized Bill Audit.** Reviewing itemized bills for clean claims for inpatient and outpatient services of \$25,000 or greater, in order to identify whether billed charges include charges for services or supplies that are not consistent with the patient’s diagnoses based upon the CPT, HCPCS, and ICD-9/ICD-10 codes (diagnostic codes) reflected in the invoices submitted by the medical provider.
- 4. Operative Report.** Reviewing operative reports for clean claims of \$25,000 or greater for ambulatory health and surgical centers in order to identify whether billed charges include charges for services or supplies that are not consistent with the patient’s diagnoses based upon the CPT, HCPCS, and ICD-9/ICD-10 codes (diagnostic codes) reflected in the invoices submitted by the medical provider.
- 5. Medical Records Audit.** Determining, in its sole discretion, that an audit of the provider’s medical records is appropriate and necessary to assess whether certain charges for services and supplies were rendered or provided as billed and either conducting such audit directly or arranging for such audit to be conducted. An audit may be performed in determination of the Allowable Claim Limit or during any retrospective review of charges, including disputed audits, apart from the override of any Claims Administrator determination (as described in Article 4 of the Agreement). Medical records for this purpose will include, but not be limited to, x-ray and laboratory tests, operating room and other facility usage, charts of medications dispensed and supplies provided, physician visits and other professional services. In the event that Claims Administrator requests the medical records, the Plan Sponsor acknowledges that (a) Claims Administrator may, consistent with HIPAA and any other applicable privacy protections, request the assistance of the patient or Plan Member, and/or medical care providers, in verifying the results of a medical records audit, provided, however, that the patient/Plan participant may refuse to provide assistance

without such lack of cooperation itself jeopardizing or prejudicing any Claims of the patient/Plan Member.

ALLOWABLE CLAIM LIMIT GUIDELINES

In determining Allowable Claim Limits, Claims Administrator shall adhere to the following guidelines (which guidelines have been or shall be adopted by the Plan):

1. Errors, Unbundled and/or Unsubstantiated Charges Guidelines. Allowable Claim Limits will not include the following amounts:

- a. Charges identified as improperly coded, duplicated, unbundled and/or for services not performed;
- b. Charges for treating injuries sustained or illnesses contracted, including infections and complications, which, in the opinion of the Plan Administrator can be attributed to medical errors by the Medical Providers;
- c. Charges that cannot be identified or understood; and
- d. Charges that cannot be verified from audits of medical records.

2. Additional Guidelines. The following guidelines will be used when determining Allowable Claim Limits:

- a. **Facilities.** The Allowable Claim Limit for Claims by a facility, including but not limited to, hospitals, emergency, rehabilitation and skilled nursing centers, and any other health care facility shall be the greater of (I) 112% of the hospital's most recent departmental cost ratio, reported to CMS and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. The Allowable Claim Limit for (I) shall not exceed 250% of the federal non-commercial Medicare allowed amount, except for children's hospitals, which shall not exceed 350% of the federal non-commercial Medicare allowed amount. In the event that insufficient information is available to identify either one of the hospital's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein, to the extent that it can be identified. In the event that insufficient information is available to identify both the hospital's most recent department cost ratio and the Medicare allowed amount, Claims Administrator shall determine the Allowable Claim Limit, in its sole discretion and in accordance with Section 2.d. or 2.e., below.
- b. **Ambulatory Health Care Centers.** The Allowable Claim Limit for ambulatory health care centers, including ambulatory surgery centers which are independent facilities, shall be the Medicare allowed amount for the services in the geographic area plus an additional 20%. In the event that insufficient information is available to identify the Medicare allowed amount, the Allowable Claim Limit for such services shall be, to the extent available, either the outpatient or inpatient Medicare allowed amount for the service, plus an additional 20%, provided that if such Medicare allowed amounts are unavailable Claims Administrator shall determine the Allowable Claim Limit in its sole discretion and in accordance with Sections 2.e. or 2.f., below.
- c. **Professional Medical Providers.** The Allowable Claim Limits for professional medical providers shall be determined using the following:
 - i. For general medical and primary care claims, the Medicare allowed amount in the geographic area plus an additional 40%;
 - ii. For specialist medical and surgical care claims, the Medicare allowed amount in the geographic area plus an additional 55%;
 - iii. For anesthesiologist claims, the Medicare allowed amount in the geographic area plus an additional 100%;
 - iv. For ambulance and air ambulance claims, the Medicare allowed amount in the geographic area plus an additional 20%; or

- v. For other non-facility claims and supplies (such as, but not limited to, Durable Medical Equipment, laboratory services and supplies, and mid-level providers, etc.), the Medicare allowed amount in the geographic area.

For purposes of determining the proper Allowable Claim Limits for professional medical providers in categories (i), (ii), (iii), (iv), or (v), above, the Plan Administrator shall determine the applicable category for each claim based on the taxonomy code used by the professional medical provider for that claim. The Plan Administrator determines in its sole discretion the type of provider for determining Allowable Claim Limits, as detailed above.

While this Plan typically pays professional providers based on the Medicare allowed amounts above, certain services may be reimbursed at 110% of the Medicare allowed amount for the service. These services may include, but are not limited to, routine diagnostic tests, evaluation services, telehealth and services for ongoing therapy. A full list of services subject to this rule can be found here: www.planlimit.com/prof1. This list will be updated at least annually to reflect the Plan's current plan design.

- d. **Directly Contracted Providers Guidelines.** The Allowable Claim Limits for Directly Contracted Providers shall be the negotiated rate as agreed under the Direct Agreement.
- e. **Information to Determine Allowable Claim Limit.** In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above, as may be applicable, Claims Administrator may apply the following guidelines:
 - i. **General Medical and/or Surgical Services.** The Allowable Claim Limit for any covered services may be calculated based upon industry-standard resources including, not limited to, published and publicly available fee and cost lists and comparisons, or any combination of such resources that in the opinion of the Plan Administrator results in the determination of a reasonable expense under the Plan.
 - ii. **Medical and Surgical Supplies, Implants, Devices.** The Allowable Claim Limit for charges for medical and surgical supplies made by a provider may be based upon the invoice price (cost) to the provider, plus an additional 12%. The documentation used as the resource for this determination will include, but not be limited to, invoices, receipts, cost lists or other documentation as deemed appropriate under the Plan.
 - iii. **Physician, Medical and Surgical Care, Laboratory, X-ray, and Therapy.** The Allowable Claim Limit for these services may be determined based upon the 60th percentile of Fair Health (FH®) Allowed Benchmarks.
- f. **Comparable Services or Supplies Guidelines.** In the event that Claims Administrator determines that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above, Claims Administrator shall use the most comparable services or supplies, as determined by Claims Administrator in its sole discretion and judgment based upon comparative severity and/or geographic area, to determine the Allowable Claim Limit.

In the event that a determination of Allowable Claim Limit for a Claim results exceeds the actual Charges billed for the services and/or supplies, the actual Charges billed for the Claim shall be the Allowable Claim Limit.

COMPLETED AUDIT RESULTS

For each completed audit, Claims Administrator will identify and report any charges that are improperly coded, duplicated, unidentified, unbundled and/or found to exceed the Allowable Claim Limits. Claims Administrator will return the completed review and audit results for the adjudication of the claims based upon the recommended determination of Allowable Claim Limits by Claims Administrator. Claims Administrator shall use commercially reasonable efforts to perform its duties under this Claim Review and

Audit Program SLA within a period of time that provides the Plan Administrator a reasonable amount of time to meet the compliance time limits set forth in the DOL Claims Regulations (provided that the determination of whether or not a period of time as described above is a “reasonable amount of time” will be reasonably determined by Claims Administrator in its sole discretion).

Effective Date: January 1, 2025

SCHEDULE J**COST-CONTAINMENT SERVICES**

This Schedule J contains the additional terms and conditions under which Claims Administrator has agreed to supply, and Plan Sponsor has agreed to access, the following cost-containment services.

ARTICLE 1. CLAIMS ADMINISTRATOR RESPONSIBILITIES

1.1 Balance Bill Administration and Defense Services. Notwithstanding anything to the contrary elsewhere in this Addendum (including all Attachments to the Addendum), Balance Bill Administration and Defense Services shall be available only with respect to claims. In the event the medical provider, an attorney for the Medical Provider or a debt collector threatens legal action against the Plan Member for the balance bill Amount, Claims Administrator shall offer to provide competent legal counsel to the Plan Member to protect the Plan member against payment disputes, and to take reasonable actions to attempt to prevent adverse credit information being reported to any consumer reporting agency. A Balance Bill is defined as a medical provider's invoice for charges which were found to be in excess of the Allowable Claim Limit determined by Claims Administrator.

1.2 Metric-Based Negotiations. Claims Administrator may negotiate on behalf of the Plan Sponsor with the medical provider, or its designee/representative, to reach an agreed upon reimbursement rate under the Maximum Acceptable Reimbursement previously authorized by the Plan in accordance with Attachment #1 to this Schedule. If an agreement cannot be reached under the Maximum Acceptable Reimbursement, or with additional written authority provided by the Plan, Claims Administrator shall continue to provide Balance Bill Administration and Defense Services as described above.

1.3 Healthcare Financial Assistance. To protect the Plan Member against payment disputes and prevent reporting of adverse credit information, Claims Administrator shall identify select Plan members who may be candidates for Healthcare Financial Assistance and shall provide support with navigation of financial assistance available directly through providers or federal, state, community-based or other charitable non-profit programs. Support with Healthcare Financial Assistance shall be deployed at the sole discretion of the Claims Administrator to assist and advance efforts to aid Plan Member with addressing outstanding medical bills, including out-of-pocket expenses, as part of Balance Bill Administration and Defense Services. If Healthcare Financial Assistance is not available, Claims Administrator shall continue to provide Balance Bill Administration and Defense Services as described above.

ARTICLE 2. RESPONSIBILITIES OF THE PLAN SPONSOR

2.1 Plan Administration and Compliance. The Plan Sponsor acknowledges that Claims Administrator shall only be responsible for the duties outlined in Article 1.

2.2 Payment of Claims and Claims Administrator Fees.

Paying Claims Administrator and/or its affiliates fees in accordance with the provisions of Article 4 of this Schedule.

ARTICLE 3. CLAIMS ADMINISTRATOR COVERED EXPENSES

3.1 Definition. Claims Administrator Covered Expenses shall mean the following expenses for the defense of a Balance Bill reviewed by Claims Administrator or a lawsuit regarding an Claims Administrator-audited Claim: (i) the cost of consultations and/or reviews by experts, if such experts are retained by Claims Administrator; (ii) attorneys' fees, if such attorneys are retained by Claims Administrator; (iii) other

investigation, and defense costs and expenses incurred by Claims Administrator in the defense of the Plan Participant; and (iv) attorneys' fees and costs incurred by a Plan Member, if a court of competent jurisdiction finally determines that a Medical Provider is entitled to reimbursement of some portion or all of such fees and cost from Plan Participant, in relation to a Balance Bill amount. Claims Administrator Covered Expenses shall also include settlements that Claims Administrator elects to pay.

3.2 Claims Administrator Responsibility for Claims Administrator Covered Expenses. Claims Administrator shall be responsible for payment of all Claims Administrator Covered Expenses (including Claims Administrator Covered Expenses incurred by Plan Members, provided that the Plan Members have not pursued legal actions against the Plan and/or the Plan Sponsor with respect to an Claims Administrator audited claim).

3.3 Exclusions to Covered Expenses.

(a) Claims Administrator shall not be liable for any amount payable to a medical provider for medical services including or any judgment or verdict arising from or compensating a medical provider for any lawsuit for a Balance bill or Claims Administrator audited claim.

(b) The result of reimbursement provided to any Medical Provider, or for any resulting fees or expenses associated with, the Independent Dispute Resolution for NSA-Eligible Claims. These fees and expenses shall be the sole responsibility of the Plan Sponsor and/or Plan.

(c) Claims Administrator shall not be liable for any Claims Administrator Covered Expenses incurred by the Plan Sponsor, the Plan Administrator and/or the Plan in connection with any lawsuit or governmental action, if and to the extent that such Claims Administrator Covered Expenses are:

1. The result of disagreement between the Plan Administrator and Claims Administrator that resulted in the Plan Administrator reimbursing a Claim at an amount other than the Allowable Claim Limit determined by Claims Administrator or overriding the determination made by Claims Administrator with respect to a Balance Bill;
2. The result of a determination that the Claim is subject to a PPO agreement or any other applicable non-Claims Administrator direct contract that requires the Plan to pay a pre-determined fixed amount or an amount other than the Allowable Claim Limit;
3. The result of reimbursement provided under any applicable Metric-Based Negotiation Services Authorization Addendum to this Agreement;
4. The result of the Plan Administrator's failure to perform any of the responsibilities in Article 2 of this Agreement;
5. The result of negligence or willful misconduct by the Plan Sponsor, the Plan Administrator or the Third Party Administrator in performing its duties to the Plan and under this Addendum;
6. The result of language in the Plan Documents which is not in compliance with applicable law or which otherwise is unenforceable;
7. The failure of the Plan Sponsor to comply with ERISA, the ACA, applicable administrative safeguards in accordance with the DOL Claims Regulations, and any other applicable laws and regulations; or
8. The result of the Plan Sponsor's failure to provide timely funding necessary to pay a claim as approved by Claims Administrator.

ARTICLE 4. FEES

4.1 Metric-Based Negotiation Services Fee Schedule. If Metric-Based Negotiation Services result in an agreement with additional reimbursement to the Medical Provider, fees shall be equal to twenty percent (20%) of the difference between the billed charges and the agreed upon reimbursement amount. A reconciliation will be performed monthly for all claims settled as a result of post-service Metric-Based Negotiation and a rebate will be issued to the Plan for any difference between the fees previously paid under Article 4 of Schedule I and the Metric-Based Negotiation fees. In the event that post-service Metric-Based

Negotiations result in a higher fee than those paid for audited claims under Article 4 of Schedule I, fees shall be capped at the original audit fee amount.

SCHEDULE J ATTACHMENT #1

METRIC-BASED NEGOTIATION SERVICES AUTHORIZATION

Plan Sponsor expressly authorizes Claims Administrator to negotiate on behalf of the Plan with all noncontracted facility and professional providers, or their designees/representatives, to reach an agreed upon reimbursement rate up to the Maximum Acceptable Reimbursement during the specified timeframe as detailed below. Any reimbursement amount above the Maximum Acceptable Reimbursement shall require prior written approval from the Plan. The Plan hereby acknowledges and agrees that if Claims Administrator is unable to secure reimbursement rates up to the Maximum Acceptable Reimbursement, and prior approval for an exception is not granted by the Plan and/or Plan Administrator, Claims Administrator shall provide Claim Audit Review and Repricing and/or Balance Bill Administration and Defense Services.

The Plan Sponsor further acknowledges and fully accepts that reimbursement under the terms of this authorization may be higher than the reimbursement amount paid to a Medical Provider under Claims Administrator's Claim Review and Audit Program with the understanding that the purpose of allowing for higher reimbursement amounts is to manage Plan expenses as well as minimize and/or avoid disruption and Plan Participant confusion and dissatisfaction, which may result from payment disputes and balance billing for the benefit of the Plan and Plan Participants. The Plan also understands that Plan Participant cost-sharing, which includes coinsurance, deductibles, and co-pays, may be adjusted as a result of additional reimbursement to the Medical Provider.

Maximum Acceptable Reimbursement

The Plan Sponsor hereby authorizes Claims Administrator to use the following Maximum Acceptable Reimbursement when providing Metric-based Negotiation Services:

For post-service negotiations, the Maximum Acceptable Reimbursement for all noncontracted facility and professional medical claims shall be 50% above the original Allowable Claim Limit as determined by Claims Administrator in accordance with its Claim Review and Repricing Services and shall not exceed 90% of billed charges.

For pre-service negotiations, the Maximum Acceptable Reimbursement for noncontracted professional claims shall be 50% above the estimated Allowable Claim Limit as determined by Claims Administrator and shall not exceed 90% of billed charges.

Timeframe for Initiation of Customized Claims Administrator Negotiation for Plan

The Plan Sponsor authorizes Claims Administrator to provide Metric-Based Negotiation Services in accordance with the above Maximum Acceptable Reimbursement during the following timeframe(s):

Pre-service or post-service where the Medical Provider is disputing reimbursement under the Plan and/or the Plan Participant receives communications regarding a Balance Bill. In the event that Claims Administrator is unable to secure agreement up to the Maximum Acceptable Reimbursement, or receive approval from the Plan for an exception, or in the event a credit impairment or notice of a legal action is

received, Claims Administrator will provide its Claim Audit Review and Repricing and Balance Bill Administration and Defense Services.

In pursuing negotiation for settlement of any pre-service negotiations, Balance Bill or payment dispute on behalf of the Plan or Plan Sponsor, Claims Administrator will keep the Plan and Plan Sponsor informed of the following:

- a. when Claims Administrator will pursue an agreement or settlement that falls above the Maximum Acceptable Reimbursement and/or Claims Administrator is seeking authority to agree or settle above the Maximum Acceptable Reimbursement;
- b. for post-service, when Claims Administrator successfully settles a Balance Bill or payment dispute as part of the Metric-Based Negotiation Services and the Claim will need to be re-processed for additional payment;
- c. on a periodic, mutually-agreeable timeframe, a listing of the Claims where negotiations under the Metric-Based Negotiation Services were attempted, but were unsuccessful
- d. any stipulations outside of the standard negotiation settlement template that a Medical Provider may require prior to signing a settlement agreement, for which approval from the Plan or Plan Sponsor is needed.

Effective Date: January 1, 2025

SCHEDULE M VIRTUAL CASH CARD

Claims Administrator or its designee shall provide, and Plan Sponsor shall pay for, virtual cash card (the "Card") services described in this Schedule M for the benefit of Plan Sponsor's health benefit plan and its Members:

I. Responsibilities of the Claims Administrator

Use of the Card is limited to providing upfront pre-service or post service payments for authorized medical services for Members who are seeking medical care from medical provider when such pre-service payment is a condition precedent to Member receiving such service(s) or a post-service payment and where such payment will not be for any Member cost-share for such services, which may include, without limitation, any deductibles, co-pays, and/or co-insurance, unless the Plan otherwise directs or agrees in writing. If Claims Administrator reasonably determines that it is appropriate to use the Card to render payment under the circumstances, then Claims Administrator will use the Card to pay medical provider. Claims Administrator will not be considered the payor of claims and has no financial obligation for benefits due under the Plan. Claims Administrator shall use the Card only as authorized under this Agreement unless otherwise approved by the Plan Sponsor. Unless approved by the Plan, Claims Administrator shall not use the Card for pre-payment more than one (1) week in advance of the date of the applicable service for the Member with such provider. Claims Administrator shall not pay for any series of appointments in a lump sum unless approved by the Plan.

The Plan may revoke Claim Administrator's right to make payments with the Card at any time. The Plan provides discretionary authority to Claims Administrator to use the Card on behalf of the Plan up to the advanced authority provided by the Plan in Section II for the sole purpose of assisting the Plan in performing the Plan's duties under the Plan Document.

The Plan acknowledges that utilization of the service herein provides an increased chance of overpayments or claims being paid which are subject to exclusions. Such exclusions are typically identified after receipt of a claim, or during the pre-certification/notification process, and are therefore unable to be identified during a pre-service phone call or inquiry. Claims Administrator shall not be responsible for any payments made for excluded claims.

II. Responsibilities of the Plan Administrator/Plan Sponsor

Claims Administrator will be solely responsible for adequately funding the Card account and/or claims fund account registry for initial payment with the Card with the understanding that it shall be reimbursed by the Plan and/or Plan Sponsor. Plan and/or Plan Sponsor shall reimburse Claims Administrator within thirty (30) days of invoice as the Plan is solely responsible for funding all claims. All claims paid utilizing the Card shall also incur a fee of six percent (6%) of charges billed on the claim, which shall be paid by Plan Sponsor.

The Plan Sponsor and Plan authorize Claims Administrator, as the Plan's designated authority, to use the Card to pay claims for Members in any amount in accordance with the below:

- For facility claims with billed charges less than ten-thousand dollars (\$10,000), up to the Medicare allowed amount in the geographic area plus one-hundred and fifty percent (150%); and
- Where applicable, for professional claims, up to the Maximum Acceptable Reimbursement amount set forth in the Metric-Based Negotiation Services Authorization.

This limit applies to all outstanding claims for an episode of care from a single Member. If a claim exceeds the above thresholds, Claims Administrator will seek further authorization from the Plan. These limits are subject to periodic review and are subject to change based on the Plan's account history, activity, and other factors. The Plan retains sole discretion to apply and change these limits.

Effective Date: January 1, 2025

SCHEDULE N
COBRA

Plan Sponsor requests that Claims Administrator, or its designee, provide certain services in compliance with the requirements of the Consolidated Budget Reconciliation Act (“COBRA” or the “Act”), as amended, and all related regulations with respect to Plan Sponsor’s COBRA obligations for its group health plans, consumer-driven health plans, and other employer-sponsored health benefits, as applicable and in consideration of the following:

DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR

- A. Notify Claims Administrator, in writing, of all Plan Participants eligible under the Plan.
- B. Notify Claims Administrator of certain qualifying events, in writing, within thirty (30) days of the occurrence of a qualifying event, including but not limited to a covered employee’s end of employment, a covered employee’s reduction of hours of employment, death of a covered employee, commencement of a proceeding in bankruptcy with respect to the employer, or the covered employee becoming entitled to Medicare benefits (under Part A, Part B, or both) (“Qualifying Event”). Said notice shall contain sufficient information to satisfy the requirements as set forth in the Act.
- C. Forward any necessary information and/or documentation to Claims Administrator applicable to a Plan Participant and a Qualifying Event.
- D. Assist Claims Administrator in obtaining any necessary information and/or documentation applicable to a Plan Participant.
- E. Notify Claims Administrator of any Plan Participant address change.
- F. If applicable, forward all necessary COBRA premiums.
- G. Report any deficiencies or unmet requirements to the IRS on Form 4980(b).
- H. From time to time, additional notices may be required by federal or state law. Plan Sponsor is responsible for providing these additional notices. Claims Administrator may provide the notices for an additional fee to be determined.

DUTIES AND RESPONSIBILITIES OF CLAIMS ADMINISTRATOR

- A. Upon receipt of complete eligibility documentation, Claims Administrator shall provide each Plan Participant with written initial notice of his or her continuation coverage rights under the Plan.
- B. Following notice of a Qualifying Event, Claims Administrator will notify all Qualified Beneficiaries of continuation coverage rights and premium amounts.
- C. Claims Administrator shall receive elections and premiums from Qualified Beneficiaries, track all premium payments received, and provide telephonic assistance for inquiries on COBRA benefits.
- D. Claims Administrator shall notify Qualified Beneficiaries of rate changes, the unavailability of COBRA, and COBRA termination.

- E. Claims Administrator shall provide self-service access to Plan Sponsor for vendor eligibility. Reporting for vendor eligibility shall be available only upon request of Plan Sponsor for additional agreed upon fee.
- F. In the event of premium payment shortfall, Claims Administrator shall notify Qualified Beneficiary of the deficiency and allow for a thirty (30) day grace period prior to termination. Claims Administrator shall not adjudicate any claims for payment during the grace period. Any termination of the Qualified Beneficiary shall be retroactive to the last date full premium payment was received by Claims Administrator.

COMPENSATION

- A. Claims Administrator shall retain two percent (2%) of the applicable premium of those who elect and pay COBRA.
- B. Claims Administrator shall be authorized to deduct the administration fees designated in Schedule A for each month from the Plan Sponsor Account.
- C. The fee structure shall be renewed annually and revised to be mutually acceptable to both Parties.

Effective Date: January 1, 2025

ADDENDUM
to the Claims Administration Agreement
between GUNNISON COUNTY, COLORADO (Client)
and IMAGINE360 ADMINISTRATORS, LLC (Imagine360)

This Claims Administration Agreement Addendum is entered into this **1st** day of **January** 2024, by and between **Gunnison County, Colorado**, a **Colorado** municipality (the "Client"), and Imagine360 Administrators, LLC, a Texas corporation (the "Claims Administrator").

Therefore, by signing this Claims Administration Agreement Addendum, the Client authorizes Imagine360 to follow the terms and conditions set forth in said Agreement and any Addendum to it.

Replacement Section 6.1:

6.1 **Basic Compensation.** The following monthly fees, in addition to any fees described in an Addenda to this Agreement, will be payable on the first day of each month, based on the Covered Person count on such date, and will be in effect beginning with the Effective Date and will continue during the term hereof until revised in writing by both parties to this Agreement:

(a) **For the Claims Administrator:**

(1) MONTHLY	
(A) Per Employee during the term of this Agreement	\$38.00
(B) Per Employee during the term of this Agreement (Dental)	\$3.50
(C) Per Employee during the term of this Agreement (Vision)	\$1.50
(D) Monthly Minimum Fee	\$4,838.00
(E) PHCS PPO Service Fee	\$8.00
(F) Cost Containment Services	25% of savings
(G) COBRA Administration Service Fee	\$1.50
(H) Percent of Transplant Program Premium	10%
(I) CAA/TiC Service Fee	\$1.75
(J) Virtual Cash Card (per claim)	6% of Billed Charges
(K) Telehealth Services Fees	
Emergent/Urgent 24/7 Telemedicine	\$1.95
Virtual Primary Care (per claim)	6% of billed charges
Virtual Mental Health Services (per claim)	6% of billed charges

The above fees are for the services outlined in Article I of this Agreement. The fees may be revised if the Employer requires additional services not listed in Article I or fails to provide services agreed upon in Article IV.

(2) **UTILIZATION REVIEW SERVICES**

Notification: Per Employee Per Month during the term of this Agreement	Included in (a)(1)(A)
Care Management	\$175 per hour
Physician Review	\$300 per hour

(3) **SPECIAL CLAIMS CHARGE** (if applicable)

(A) Post contract payment	
Percent of paid claims	10%
Monthly Minimum	\$250


(4) **MISCELLANEOUS CHARGES**

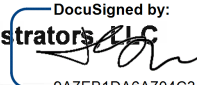
(A) Restatement of Summary Plan Description for medical/dental/vision (if applicable)	\$1,000
(B) Restatement of Summary Plan Description	

- for dental only \$ 500
- (C) Summary of Benefits and Coverage (SBC) Included in (a)(1)(A)
- (D) Translation of the Summary of Benefits and Coverage will be billed on an actual cost basis to the Plan.
- (E) Enrollment Forms, Summary of Benefits, Amendments, and/or Employee Booklets re-issued due to changes requested by the Employer after the initial enrollment will be billed on an actual cost basis to the Plan.
- (F) External Appeal \$98 plus IRO hourly rate
- (G) Printing of Employee Booklets, I.D. Cards, and PPO Directories will be billed on an actual cost basis to the Plan.
- (H) Home Mailing of ID Cards by Claims Administrator Included in (a)(1)(A)
- (I) Renewal Expense; At Employer/Client's written request, Claims Administrator will provide assistance and services at renewal to include printing of materials, staff travel expenses for re-enrollment meetings, and other services mutually agreed upon by Employer/Client and Claims Administrator. Expenses for the services provided under this section shall be itemized and invoiced to Employer/Client
- (J) Programming charges for non-standard reports \$225/hour
- (K) Plan changes made after Plan Benefits are entered into Imagine360 system \$125/hour
Minimum \$250
- (L) Additional Benefit Plan Options added after initial set-up completed \$500
- (M) Positive Pay Arrangement with Employer's Bank \$500 set-up fee
- Per Employee per month \$0.35 (minimum)
- (N) Explanation of Benefits (EOB)/Check copies to Employer (upon request) \$0.09 per page
- (5) **MONTHLY LATE CHARGE** \$250
Owed each month for any premium payment received by the Claims Administrator after the last day of the month that the premium payment was due

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of January, 2024.

Gunnison County

By: 
 Printed Name: Jonathan Huck
 Title: BICC Chairperson
 Date: 2/6/24

DocuSigned by:

Imagine360 Administrators LLC
 By: Jacki Skwarek
 Printed Name: SrVP of TPA Ops
 Title: 2/13/2024
 Date: _____


ADDENDUM #2
to the Claims Administration Agreement
between GUNNISON COUNTY (Client)
and IMAGINE360 ADMINISTRATORS, LLC (Imagine360)

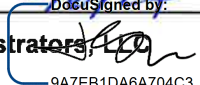
Whereas **Gunnison County** is a client of TPA and desires to use an electronic data/file exchange in order that the Client:

- Add new eligible entrants to the Plan through the electronic file;
 - Make changes and maintain eligibility of Participants in accordance with the provisions of the Plan; and
 - Terminate Plan Participants through the electronic file, the Client by signing this Agreement agrees to the following terms and conditions:
1. Client assumes responsibility for the accuracy of any information supplied to the TPA through the electronic file and agrees to hold the TPA harmless for any action taken by the TPA in reliance upon the correctness of such information.
 2. Client will retain supporting documentation for eligibility supplied to TPA through the electronic file. Such documents will be maintained for the period required by law. The documents will be available for audit by the TPA, stop loss carriers, other providers, federal or state regulations and other parties with a legitimate need for access to the documents.
 3. The Client will make a reasonable effort to maintain the confidentiality of any medical information which the Client obtains as a result of this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of October, 2023.

Gunnison County

By: 
 Printed Name: Jonathan Houck
 Title: BOCC Chairperson
 Date: 2/6/24

Imagine360 Administrators, LLC
 By: 
 Printed Name: Jacki Skwarek
 Title: SrVP of TPA Ops
 Date: 2/13/2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Plan Document and Summary Plan Description for Gun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/2025

Term Ends:

Grant Contract #:

Summary:

Request for signature on the annual 2025 amended Imagine360 Plan Document and Summary Plan Description

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: 3/25/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

PLAN DOCUMENT

AND

SUMMARY PLAN DESCRIPTION

FOR

GUNNISON COUNTY, COLORADO

EFFECTIVE: SEPTEMBER 1, 2017

RESTATED: JANUARY 1, 2025

COST PLUS PLAN

GUNNISON COUNTY, COLORADO EMPLOYEE MEDICAL BENEFIT PLAN
ADOPTION OF THE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

It is the intention of the Plan Sponsor, **Gunnison County, Colorado**, to hereby amend and restate the Gunnison County, Colorado Employee Medical Benefit Plan, a program of benefits constituting a self-funded "Employee Welfare Benefit Plan"

Effective Date

The Plan Document is effective as of the date first set forth below, and each amendment is effective as of the date set forth therein (the "Effective Date").

Adoption of the Plan Document

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description, This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has executed, and the Claims Administrator has acknowledged, this Plan Document as of the Plan effective date shown herein.

Effective Date of the Plan: **September 1, 2017**; Amended and restated effective: **January 1, 2025**

Gunnison County, Colorado:

By: _____

Printed Name: _____

Title: _____

Date: _____

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GENERAL INFORMATION AND PURPOSE

This Plan Document describes the benefits for the Employees of **Gunnison County, Colorado**.

Introduction and Purpose

The Plan Sponsor has established the Plan for the benefit of Eligible Employees, in accordance with the terms and conditions described herein. Plan benefits may be self-funded through a benefit fund or a trust established by the Plan Sponsor and self-funded with contributions from Participants and/or the Plan Sponsor, or may be funded solely from the general assets of the Plan Sponsor. Participants in the Plan may be required to contribute toward their benefits.

The Plan Sponsor's purpose in establishing the Plan is to help offset, for Eligible Employees, the economic effects arising from a Non-occupational Injury or Illness. To accomplish this purpose, the Plan Sponsor must be cognizant of the necessity of containing health care costs through effective plan design, and of abiding by the terms of the Plan Document, to allow the Plan Sponsor to allocate the resources available to help those individuals participating in the Plan to the maximum feasible extent.

The purpose of this Plan Document is to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain covered expenses for medical charges. The Plan Document is maintained by **Gunnison County, Colorado** and may be inspected at any time during normal working hours by any Covered Person.

Name of Plan

Gunnison County, Colorado Employee Medical Benefit Plan

Participating Employers

Gunnison County, Colorado

Plan Sponsor

Gunnison County, Colorado
200 E. Virginia
Gunnison, CO 81230
1-970-641-7623

Plan Administrator

Gunnison County, Colorado
200 E. Virginia
Gunnison, CO 81230
1-970-641-7623

Type of Plan

Self-Funded Employee Welfare Benefit Plan

Agent for Service of Legal Process

Legal Process may also be served on the Plan Administrator

Gunnison County, Colorado
200 E. Virginia
Gunnison, CO 81230
1-970-641-7623

Claims Administrator

Imagine360 Administrators, LLC
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-238-7900 ♦ 800-827-7223

The Plan Administrator has retained the services of the Claims Administrator to administer Claims under the Plan.

Utilization Review Department

Imagine360 Administrators, LLC
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251
972-744-2486 ♦ 866-206-3224

Plan Year

The twelve (12) month period beginning January 1 and ending December 31 of each Calendar Year

Employer Tax ID Number

84-6000770

Group Number

H880141

Legal Entity; Service of Process

The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

INTRODUCTION

Gunnison County, Colorado, hereafter referred to as "Employer" hereby amends and restates the Gunnison County, Colorado Employee Medical Benefit Plan, a self-funded Employee Welfare Benefit Plan, hereafter referred to as the "Plan." The Plan's benefits and administration expenses are paid directly from the Employer's general assets, and the rights and privileges of which shall pertain to Employees and their Dependents with respect to such Plan. The Plan is not insured. Contributions received from Covered Persons are used to cover Plan costs and are expended immediately. As such, when applicable, Federal law and jurisdiction preempt State law and jurisdiction.

PLAN ADMINISTRATOR AND IMAGINE360

The Plan is administered by the Plan Administrator. An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

Notwithstanding any provisions of this Plan Document and Summary Plan Description to the contrary, the Plan Sponsor has the authority to, and hereby does, allocate certain Fiduciary responsibility to Imagine360. The Fiduciary responsibility allocated to Imagine360 is limited to discretionary authority and decision-making authority with respect to any appeals of denied Claims, which shall be referred to Imagine360 by the Plan Administrator (the "Referred Appeals"). The Plan Sponsor has allocated additional Fiduciary responsibility to Imagine360, limited to discretionary authority and decision-making authority with respect to the review and audit of certain Claims in accordance with the applicable Plan provisions under the section, "Claim Review and Audit Program". Such Claims selected as eligible for review and audit shall be identified by Imagine360 under guidelines to which the Plan Sponsor has agreed, and shall be referred to Imagine360 by the Plan Administrator. Imagine360 shall have no authority, responsibility or liability other than with respect to the Referred Appeals and its duties under the Claim Review and Audit Program.

The Plan Administrator shall establish the policies, practices and procedures of this Plan. The Plan Administrator and Imagine360 shall administer this Plan in accordance with its terms. It is the express intent of this Plan that the Plan Administrator and Imagine360 shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of which services, supplies, care and treatment are Experimental/Investigational), to decide disputes which may arise relative to a Covered Person's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator and/or Imagine360 as to the facts related to any Claim for benefits and the meaning and intent of any provision of the Plan, or its application to any Claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator or Imagine360 decides, in its discretion, that the Covered Person is entitled to them.

DUTIES OF THE PLAN ADMINISTRATOR

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to a Plan Participant's rights;
6. To prescribe procedures for filing a Claim for benefits, to review Claim denials and appeals relating to them and to uphold or reverse such denials;
7. To keep and maintain the Plan documents and all other records pertaining to the Plan;

8. To appoint and supervise a third party administrator to pay Claims;
9. To perform all necessary reporting as required by applicable law;
10. To ensure that the Plan is administered in accordance with applicable law;
11. To establish and communicate procedures to determine whether a Medical Child Support Order or national medical support notice is a QMCSO;
12. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
13. To perform each and every function necessary for or related to the Plan's administration.

DUTIES OF IMAGINE360

Imagine360 shall have the following duties with respect to the Referred Appeals and the Claim Review and Audit Program:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to benefits payable under the Plan and negotiating settlements, if appropriate;
6. To review Referred Appeals and to uphold or reverse any denials;
7. To keep and maintain records pertaining to the Referred Appeals;
8. To perform the duties in conjunction with the provisions of the Claim Review and Audit Program; and
9. To keep and maintain records pertaining to the Claim Review and Audit Program.

The duties of Imagine360 shall be limited to those set forth above.

PHYSICIAN-PATIENT RELATIONSHIP

The Plan is not intended to disturb the Physician-Patient relationship. Physicians and other healthcare Providers are not agents or delegates of the Plan Sponsor, Plan Administrator, Employer or Claims Administrator. The delivery of medical and other healthcare services on behalf of any Covered Person remains the sole prerogative and responsibility of the attending Physician or other healthcare Provider.

FREE CHOICE OF HOSPITAL AND PHYSICIAN

Nothing contained in this Plan shall in any way or manner restrict or interfere with the right of any person entitled to benefits hereunder to select a Hospital or to make a free choice of the attending Physician or professional Provider. However, benefits will be paid in accordance with the provisions of this Plan, and the Covered Person may have higher out-of-pocket expenses if the Covered Person uses the services of a Non-Preferred Provider Physician.

PREFERRED PROVIDER INFORMATION

The Preferred Provider Network (PPO) includes Physicians and other professional Providers who have contracted with the medical Provider Networks. For Physicians and all other professional Providers of service, this Plan contains provisions under which a Plan Participant may receive more benefits by using certain Providers. There is a section in the Schedule of Benefits which describes the benefits for PPO Providers (Level II). PPO Providers are individuals and entities that have contracted with the Plan to provide services to Plan Participants at pre-negotiated rates. A list of these Preferred Providers can be accessed on the PPO website free of charge. In addition, a Plan Participant may request a Preferred Provider list by contacting the Plan Administrator. The Preferred Provider list changes frequently; therefore, it is

recommended that a Plan Participant verify with the Provider that the Provider is still a Preferred Provider before receiving services.

The Preferred Provider Network (PPO) does **not** include services and supplies provided by Facilities such as Hospital Facilities, Ambulatory Surgery Center Facilities and dialysis clinics or Facilities. You may contact the Claims Administrator or the Plan Administrator with any questions regarding which Facilities may be included under the Claim Review and Audit Program, and which may be included under the PPO Network agreement.

For all Facility Providers and those Physicians and professional Providers not participating in the PPO, the Plan will identify the Reasonable cost for the services and supplies through its Claim Review and Audit Program. There is a section in this Summary Plan Description that fully describes the Claim Review and Audit Program. The benefits for Facility Providers are described in the Schedule of Benefits under Level I and the benefits for those Physicians and professional Providers not participating in the PPO (Non-PPO) are described in Level II.

This plan may use Allowable Claim Limits to determine Covered Charges in lieu of a PPO discount.

If a Participant receives information with respect to an item or service from the Plan, its representative, or a database maintained by the Plan or its representative, indicating that a particular Provider is an In-Network Provider and the Participant receives such item or service in reliance on that information, the Participant's Coinsurance, Copayment, Deductible, and Out-of-Pocket Maximum will be calculated as if the Provider had been In-Network despite that information proving to be inaccurate.

EFFECTIVE DATE

Effective Date of the Plan: **September 1, 2017**; Amended and restated effective: **January 1, 2025**

CLAIMS ADMINISTRATOR

The Claims Administrator of the Plan is shown in the General Information and Purpose section.

NAMED FIDUCIARY

The named Fiduciary to the Plan is **Gunnison County, Colorado**, who, as Plan Administrator, shall have the authority to control and manage the operation and administration of the Plan. The Employer may delegate responsibilities for the operation and administration of the Plan. The Employer or Board of Directors of the Employer, if applicable, shall have the authority to amend or terminate the Plan, to determine its policies, to appoint and remove service Providers, adjust their compensation (if any), and exercise general administrative authority over them. The Employer has the sole authority and responsibility to review and make final decisions on all Claims to benefits hereunder.

CONTRIBUTIONS TO THE PLAN

Contributions to the Plan are to be made on the following basis:

The Employer shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by the Employer and the amount to be contributed by each Covered Employee.

Notwithstanding any other provision of the Plan, the Employer's obligation to pay Claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said Claims in accordance with these procedures shall discharge completely the Employer's obligation with respect to such payments.

In the event that the Employer, if applicable, terminates the Plan, then as of the effective date of termination, the Employer and Covered Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay Claims incurred after the termination date of the Plan.

CLAIMS PROCEDURE

the Plan Administrator shall provide adequate notice in writing to any covered Plan Participant whose Claim for benefits under this Plan has been denied, setting forth the specific reasons for such denial and written in a manner calculated to be understood by the Plan Participant. Further, the Plan Administrator shall afford a reasonable opportunity to any Plan Participant, whose Claim for benefits has been denied, for a fair review of the decision denying the Claim by the person designated by the Plan Administrator for that purpose. Details of the Claims procedure are found in this Plan Document under the section entitled "Procedures for Claims and Appeals."

PROTECTION AGAINST CREDITORS

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Plan Administrator shall find that such an attempt has been made with respect to any payment due or to become due to any Plan Participant, the Plan Administrator in its sole discretion may terminate the interest of such Plan Participant or former Plan Participant in such payment. And in such case the Plan Administrator shall apply the amount of such payment to or for the benefit of such Plan Participant or former Plan Participant, his/her spouse, parent, adult Child, guardian of a minor Child, brother or sister, or other relative of a Dependent of such Plan Participant or former Plan Participant, as the Plan Administrator may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment. However, at the discretion of the Plan Administrator, benefit payments may be assigned to health care Providers.

AMENDING AND TERMINATING THE PLAN

This Document contains all the terms of the Plan. The Plan Sponsor expects to maintain this Plan indefinitely; however, as the settlor of the Plan, the Plan Sponsor, through its directors and officers, may, in its sole discretion, at any time, amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan.

Any such amendment, suspension or termination shall be enacted, if the Plan Sponsor is a corporation, by written resolution of the Plan Sponsor's Board of Directors and officers, which shall be acted upon as provided in the Plan Sponsor's Articles of Incorporation or Bylaws, as applicable, and in accordance with applicable Federal and State law. In the event that the Plan Sponsor is a different type of entity, then such amendment, suspension or termination shall be taken and enacted in accordance with applicable Federal and State law and any applicable governing documents. In the event that the Plan Sponsor is a sole proprietorship, then such action shall be taken by the sole proprietor, in his own discretion.

If the Plan is terminated, the rights of the Covered Persons are limited to expenses incurred before termination. Previous contributions by the Employer shall continue to be used for the purpose of paying benefits under the provisions of this Plan with respect to Claims arising before such termination.

All amendments to this Plan shall become effective as of a date established by the Plan Sponsor and specified in the enabling resolution. Copies of all amendments shall be furnished by the Plan Administrator to the Trustees (if any) and any outside Provider of Plan administrative services.

SUMMARY OF MATERIAL REDUCTION (SMR)

A Material Reduction generally means any modification that would be considered by the average participant to be an important reduction in covered services or benefits. Examples include reductions in benefits or increases in Deductibles or copayments.

The Plan Administrator shall notify all Covered Employees of any Plan Amendment considered a Material Reduction in covered services or benefits provided by the Plan as soon as administratively feasible after its adoption, but no later than sixty (60) days after the date of adoption of the reduction. Covered Employees and beneficiaries must be furnished a summary of such reductions, and any changes so made shall be binding on each Covered Person. The sixty (60) day period for furnishing a summary of Material Reduction does not apply to any Employee covered by the Plan who would reasonably expect to receive a summary through other means within the next ninety (90) days.

Material Reduction disclosure provisions are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any related amendments.

SUMMARY OF MATERIAL MODIFICATIONS (SMM)

A Summary of Material Modifications reports changes in the information provided within the Summary Plan Description. Examples include a change to Deductibles, eligibility or the addition or deletion of coverage.

The Plan Administrator shall notify all Covered Employees of any Plan Amendment considered a Summary of Material Modifications by the Plan as soon as administratively feasible after its adoption, but no later than within two hundred ten (210) days after the close of the Plan Year in which the changes became effective.

PLAN IS NOT A CONTRACT

This Plan Document constitutes the entire Plan. The Plan will not be deemed to constitute a contract of employment or give any Covered Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge or otherwise terminate the employment of any Covered Employee.

FEDERAL LAWS

Certain Federal laws apply to most group health programs. The following is an overview of the laws and their impact. The effect of these laws on the Plan is reflected in the provisions of the Plan. Should there be any conflict between the law and Plan provisions, the law will prevail.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (H.R. 3103, 1996)

The Health Insurance Portability and Accountability Act (HIPAA) was enacted, among other things, to improve portability and continuity of health care coverage.

HIPAA also requires that Plan Participants and beneficiaries receive a summary of any change that is a "Material Reduction in covered services or benefits under a group health plan" within sixty (60) days after the adoption of the modification or change, unless the Plan Sponsor provides summaries of modifications or changes at regular intervals of ninety (90) days or less.

PREGNANCY DISCRIMINATION ACT OF 1978

Most Employers must provide coverage for Pregnancy expenses in the same manner as coverage is provided for any other illness. This requirement applies to Pregnancy expenses of an Employee or a covered Dependent spouse of an Employee.

FAMILY AND MEDICAL LEAVE ACT OF 1993(P.L. 103-3)

If a Covered Employee ceases active employment due to an Employer-approved Family Medical Leave of Absence in accordance with the requirements of Public Law 103, coverage availability will continue under the same terms and conditions which would have applied had the Employee continued in active employment. Contributions will remain at the same Employer/Employee levels as were in effect on the date immediately prior to the leave (unless contribution levels change for other Employees in the same classification).

OMNIBUS BUDGET RECONCILIATION ACT OF 1993 (OBRA 1993: PL 103-66)

OBRA 1993 requires that an eligible Dependent Child of an Employee will include a Child who is adopted by the Employee or placed with him for adoption prior to age eighteen (18) and a Child for whom the Employee or covered Dependent spouse is required to provide coverage due to a Medical Child Support Order (MCSO) which is determined by the Plan Sponsor to be a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under State law and having the force and effect of law under State law and which satisfies the QMCSO requirements.

Participants may obtain a copy of the QMCSO procedures from the Plan Sponsor or Plan Administrator without charge.

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT OF 1996

The Newborns' and Mothers' Health Protection Act of 1996 establishes restrictions on the extent to which group health plans and health insurance issuers may limit the length of stay for mothers and newborn Children following delivery, as follows:

Statement of Rights under the Newborns' and Mothers' Health Protection Act

"Under Federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending Provider (i.e., your Physician, Nurse Midwife, or Physician Assistant), after consultation with the mother, discharges the mother or newborn earlier."

Also, under Federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the forty-eight (48) hour or ninety-six (96) hour stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under Federal law, require that a Physician or other health care Provider obtain authorization for prescribing a length of stay of up to forty-eight (48) or ninety-six (96) hours. However, to use certain Providers or Facilities, or to reduce your out-of-pocket costs, you may be required to give notification. For information on notification, contact your Plan Administrator.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

If you are receiving covered benefits for a mastectomy, you should know that your Plan complies with the Women's Health and Cancer Rights Act of 1998. The Act provides for:

1. Reconstruction of the breast(s) on which a covered mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. Prostheses and physical complications related to all stages of covered mastectomy, including lymphedema.

All applicable benefit provisions still apply, including existing Deductibles, Copays and/or Coinsurance.

GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 ("GINA")

GINA prohibits the group health Plan from:

1. Adjusting premiums or contribution amounts for the group as a whole on the basis of Genetic Information.
2. Requesting or requiring an individual or a Family member to undergo a genetic test. However, subject to certain conditions, the Plan may request that an individual voluntarily undergo a genetic test as part of a research study as long as the results are not used for underwriting purposes.
3. Requesting, requiring or purchasing Genetic Information for underwriting purposes (which includes eligibility rules or determinations, computation of premium or contribution amounts and other activities related to the creation, renewal or replacement of coverage). The Plan is also prohibited from requesting, requiring or purchasing Genetic Information with respect to any individual prior to such individual's enrollment under the Plan or coverage. However, if the Plan obtains Genetic Information incidental to the collection of other information prior to enrollment, it will not be in violation of GINA as long as it is not used for underwriting purposes.

GINA allows the group health Plan to obtain and use the results of genetic tests for purposes of making payment determinations.

What is "Genetic Information" under GINA?

Under GINA, the term "Genetic Information" includes:

1. Information about an individual or his/her Family member's genetic tests (defined as analyses of the individual's DNA, RNA, chromosomes, proteins, or metabolites that detect genotypes, mutations or chromosomal changes);
2. The manifestation of a Disease or disorder in the Family members of the individual. Family members are broadly defined under GINA to include individuals who are Dependents, as well as any other first, second, third or fourth degree relative. Further, Genetic Information includes that information of any fetus or embryo carried by a pregnant woman; and
3. Information obtained through genetic services (that is genetic tests, genetic counseling or genetic education) or participation in clinical research that includes genetic services.

Genetic Information does not include the sex or age of an individual.

MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT OF 2008 (MHPAEA)

The Mental Health Parity and Addiction Equity Act requires that, if a group health plan provides coverage for mental health conditions or for substance use disorders, benefits for such conditions must be provided in the same manner as benefits for any illness. Also, the Plan may not have separate cost-sharing arrangements that apply only to mental health or substance use disorder benefits.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your Employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your Dependents are already enrolled in Medicaid or CHIP, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your Dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your Dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your State if it has a program that might help you pay the premiums for an Employer-sponsored plan.

If you or your Dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your Employer plan, your Employer must allow you to enroll in your Employer plan if you are not already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **1-866-444-EBSA (3272)**.

For more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

PRIVACY OF PROTECTED HEALTH INFORMATION (PHI)

Effective April 14, 2004, the Plan will not use or disclose PHI except as permitted by this section or as otherwise permitted or required by law, including but not limited to the Privacy Standards of the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy Standards"), as they may be amended from time to time. Nothing in this section shall be construed to prohibit the Plan Sponsor's receipt of "summary health information," as described in the HIPAA Privacy Standards, for certain Plan Sponsor-related purposes, including obtaining premium bids for health insurance, making Plan design and funding decisions, and modifying, amending or terminating the Plan.

PLAN SPONSOR'S OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION (PHI)

Effective April 14, 2004, the Plan will disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor to the Plan that the Plan has been amended to provide for the Plan Sponsor's receipt of PHI and that the Plan Sponsor agrees to comply with the following provisions:

1. The Plan Sponsor may use or disclose PHI for Plan enrollment purposes, including information as to whether an individual is enrolled in the Plan.
2. The Plan Sponsor may use or disclose PHI for Plan administration functions, including for payment or health care operations purposes (as those terms are defined by the HIPAA Privacy Standards), and including quality assurance, Claims processing, auditing and monitoring of the Plan.

3. The Plan Sponsor may not use or further disclose PHI other than as permitted or required by the Plan documents or by law.
4. The Plan Sponsor must ensure that any agents, including subcontractors, to whom the Plan Sponsor provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Plan Sponsor with regard to the PHI.
5. The Plan Sponsor may not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or other Employee Benefit Plan of the Plan Sponsor.
6. The Plan Sponsor must report to the Plan any use or disclosure of the PHI of which the Plan Sponsor becomes aware that is inconsistent with the uses or disclosures provided for under the terms of the Plan.
7. The Plan Sponsor must make PHI available for access in accordance with the HIPAA Privacy Standards regarding an individual's right to access his/her PHI.
8. The Plan Sponsor must make PHI available for amendment and, if required by the HIPAA Privacy Standards, incorporate any amendment made to PHI in accordance with the HIPAA Privacy Standards regarding an individual's right to have his PHI amended.
9. The Plan Sponsor must make available information necessary to provide an accounting to an individual in accordance with the HIPAA Privacy Standards regarding an individual's right to receive an accounting of disclosures of his/her PHI.
10. The Plan Sponsor must make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the HIPAA Privacy Standards.
11. The Plan Sponsor must, if feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Plan Sponsor must limit further uses and disclosures to those purposes that make the return or destruction not feasible.
12. The Plan Sponsor must ensure adequate separation between the Plan and the Plan Sponsor by restricting access to and use of the PHI to only those Employees of the Plan Sponsor with responsibilities related to the administrative functions the Plan Sponsor performs for the Plan, as such Employees may be designated or identified, by name, job title, or classification, from time to time in various Business Associate Agreements between the Plan and the Plan's Business Associates or in other documents governing the administration of the Plan.
13. The Plan Sponsor must ensure adequate separation between the Plan and the Plan Sponsor by maintaining a procedure for resolving any issues of noncompliance with provisions of the Plan document by persons described in paragraph 12 above through training, sanctions and other disciplinary action, as necessary.
14. The Plan Sponsor shall not directly or indirectly receive remuneration in exchange for any PHI without valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of the individual making authorization, except as otherwise allowed under the American Recovery and Reinvestment Act.

SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI)

Effective April 20, 2006, the Plan will not use or disclose ePHI except as permitted by this section or as otherwise permitted or required by law, including but not limited to the requirements of 45 C.F.R. Sections 164.314(b)(1) and (2) and its implementing regulations, 45 C.F.R. parts 160, 162, and 164 of the Security Standards of the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Security Standards"), as they may be amended from time to time. Nothing in this section shall be construed to

prohibit the Plan Sponsor's receipt of "summary health information," as described in the HIPAA Security Standards, for certain Plan Sponsor-related purposes, including obtaining premium bids for health insurance, making Plan design and funding decisions, and modifying, amending or terminating the Plan.

PLAN SPONSOR'S OBLIGATIONS REGARDING ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI)

Effective April 20, 2006, the Plan will disclose ePHI to the Plan Sponsor only upon receipt of an amendment to the Plan that the Plan has been amended to provide for the Plan Sponsor's receipt of ePHI and that the Plan Sponsor agrees to comply with the following provisions:

1. The Plan Sponsor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Plan Sponsor creates, receives, maintains, or transmits on behalf of the Plan.
2. The Plan Sponsor shall ensure the adequate separation that is required by 45 C.F.R. Section 164.504(f)(2)(iii) of the HIPAA Privacy Rule is supported by reasonable and appropriate security measures.
3. The Plan Sponsor shall ensure any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect such information.
4. The Plan Sponsor shall report to the Plan any Security Incidents of which it becomes aware as described below:
 - a. The Plan Sponsor shall report to the Plan within a reasonable time after the Plan Sponsor becomes aware, any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of the Plan's ePHI.
 - b. The Plan Sponsor shall report to the Plan any other Security Incident on an aggregate basis semi-annually, or more frequently upon the Plan's request.

BREACH AND SECURITY INCIDENTS

Effective September 23, 2009, the Health Information Technology for Economic and Clinical Health Act (HITECH) of the American Recovery and Reinvestment Act of 2009 (ARRA) imposes notification in the event of a Breach of unsecured Protected Health Information (PHI).

The Plan Sponsor will report to the Privacy Official of the Plan any use or disclosure of PHI not permitted by HIPAA, along with any Breach of unsecured Protected Health Information. The Plan Sponsor will treat the Breach as being discovered in accordance with HIPAA's requirements. The Plan Sponsor will make the report to the Privacy Official not more than thirty (30) calendar days after the Plan Sponsor learns of such non-permitted use or disclosure. If a delay is requested by a law enforcement official in accordance with 45 C.F.R. § 164.412, the Plan Sponsor may delay notifying the Privacy Official for the time period specified by such regulation. The Plan Sponsor's report will at least:

1. Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
2. Identify Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information was involved) on an individual-by-individual basis;
3. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
4. Identify what corrective or investigational action the Plan Sponsor took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

5. Identify what steps the individuals who were subject to a Breach should take to protect themselves; and
6. Provide such other information, including a written report, as the Privacy Official may reasonably request.

The Plan Sponsor will report to the Privacy Official within thirty (30) calendar days any attempted or successful: a) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and b) interference with the Plan Sponsor's system operations in the Plan Sponsor's information systems, of which the Plan Sponsor becomes aware. The Plan Sponsor will make this report upon the Privacy Official's request, except if any such Security Incident resulted in a disclosure or Breach of Protected Health Information or Electronic Protected Health Information not permitted by the HITECH Act, the Plan Sponsor will make the report in accordance with the above.

FAIR LABOR STANDARDS ACT (FLSA §18B)

FLSA §18B, as added by the Affordable Care Act §1512, provides that, beginning October 1, 2013, an applicable Employer must provide each Employee, regardless of plan enrollment status or of part-time or full-time status, at the time of hiring, a written notice:

1. Informing the Employee of the existence of the Marketplace (referred to in the statute as the Exchange) including a description of the services provided by the Marketplace, and the manner in which the Employee may contact the Marketplace to request assistance;
2. If the Employer Plan's share of the total allowed costs of benefits provided under the Plan is less than sixty (60) percent of such costs, that the Employee may be eligible for a premium tax credit under section 36B of the Internal Revenue Code (the Code) if the Employee purchases a qualified health plan through the Marketplace; and
3. If the Employee purchases a qualified health plan through the Marketplace, the Employee may lose the Employer contribution (if any) to any health benefits plan offered by the Employer and that all or a portion of such contribution may be excludable from income for Federal income tax purposes.

For 2014, the Department of Labor will consider a notice to be provided at the time of hiring if the notice is provided within fourteen (14) days of an Employee's start date. With respect to Employees who are current Employees before October 1, 2013, Employers are required to provide the notice not later than October 1, 2013.

The notice must be provided in writing in a manner calculated to be understood by the average employee, free of charge. Alternatively, it may be provided electronically if the requirements of the Department of Labor's electronic disclosure safe harbor at 29 CFR 2520.104b-1(c) are met.

For more information, please visit:

<https://www.dol.gov/agencies/ebsa/employers-and-advisers/guidance/technical-releases/13-02>.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN

MAJOR MEDICAL BENEFITS FOR COVERED PERSONS

NOTE: All Claims are subject to review and/or audit to ensure that charges are payable in accordance with the terms and limitations of this Plan.

LEVEL I PROVIDERS – Facilities and Providers billing as a Facility to include, but not limited to:

- Hospitals (Inpatient and Outpatient treatment)
- Inpatient Facilities (such as Rehabilitation Facilities, Skilled Nursing Facilities and Hospice)
- Inpatient and Outpatient Facilities for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse
- Ambulatory Surgery Centers
- Dialysis Clinics
- Ambulance (air and ground)

LEVEL II PROVIDERS – Physicians and all other Providers of service

Maximum Benefits	
Lifetime Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited
Annual Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited

Deductible and Annual Out-of-Pocket Maximum	Level I Benefit Level II PPO / Non-PPO Benefit
Calendar Year Deductible <ul style="list-style-type: none"> • Per Covered Person • Family Limit* 	\$800 \$1,600
Benefit Percentage (unless otherwise noted)	80%
Annual Out-of-Pocket Maximum (Includes Deductible and Medical Copays; excludes Prescription Drug Copays**) <ul style="list-style-type: none"> • Per Covered Person • Family Limit* 	\$3,200 \$6,400

NOTE: The Calendar Year Deductibles and Annual Out-of-Pocket Maximums are determined by combining both Level I and Level II (PPO and Non-PPO) Covered Charges. See Comprehensive Medical Benefits section. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses are payable at 100% for the remainder of the Calendar Year. Any applicable Maximums or Limitations for specified services are also determined by combining Level I and Level II (PPO and Non-PPO) Covered Charges. The Covered Person's Coinsurance is determined by the Plan's Benefit Percentage reflected in this Schedule of Benefits. The Covered Person is responsible for the difference between the Plan's Benefit Percentage and 100%.

*Applies collectively to all Covered Persons in the same Family.

** Prescription Drug Copays apply to satisfy a separate Prescription Drug Out-of-Pocket Maximum.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:

This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing “as a Facility.” The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network.**

NO SURPRISES ACT - Emergency Services and Surprise Bills

For Out-of-Network Claims subject to the No Surprises Act (“NSA”) (part of the Consolidated Appropriations Act of 2021), a Participant’s cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan’s Allowable Expense was the Recognized Amount, regardless of the Plan’s actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider’s billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Coordination of Care Requirements		
Coordination of Care required for the following services:	See Coordination of Care section for additional information.	
<ul style="list-style-type: none"> • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services 		
Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	80% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother’s discharge)	80% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	80% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Emergency Room (Hospital Emergency Room Services/ Independent Freestanding Emergency Department Services)		
Emergency Room	80% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)	80% of Allowable Claim Limits Deductible applies	
All Other Diagnostic Lab and X-ray	80% of Allowable Claim Limits Deductible applies	
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening)	100% of Allowable Claim Limits Deductible waived	
Additional Mammogram (Diagnostic)	80% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 45 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	80% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Chemotherapy, Radiation Therapy, Infusion Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	For additional information regarding Infusion Therapy, see “Infusion Therapy” in the Major Medical Expense Benefit section. Contact Utilization Review for Coordination of Care.
Diabetic Self-Management Training		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.
Home Health Care Services		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
Ambulance - Air or Ground Transportation		
All Covered Expenses	80% of Allowable Claim Limits Deductible applies	
Urgent Care Facility (Minor Emergency Medical Clinic)		
All Covered Expenses	80% of Allowable Claim Limits Deductible waived	
Outpatient Clinic Visit – Facility		
Facility Expenses	80% of Allowable Claim Limits Deductible waived	
All Other Covered Hospital/Facility Services and Supplies		
All Other Covered Expenses	80% of Allowable Claim Limits Deductible applies	Coordination of Care required for Inpatient and other specified Level I and Level II services.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

LEVEL II BENEFITS – Payment Levels and Limits:

This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider’s participation in the Preferred Provider Organization (PPO) network**. Non-PPO Covered Charges are subject to Allowable Claim Limits.

The “Level II PPO Benefit” applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the “Level II Non-PPO Benefit” applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

NO SURPRISES ACT - Emergency Services and Surprise Bills

For Out-of-Network Claims subject to the No Surprises Act (“NSA”) (part of the Consolidated Appropriations Act of 2021), a Participant’s cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan’s Allowable Expense was the Recognized Amount, regardless of the Plan’s actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider’s billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Gunnison Valley Health Systems Inpatient/ Outpatient Physician Services	80% of negotiated rate Deductible applies		
Physician Hospital Visits/ Surgeon	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
<p>Maternity (Including prenatal care, delivery and postnatal care, except initial visit) Lab and X-ray Benefit applies.</p> <p>Initial Visit</p>	<p>80% of PPO rate Deductible applies</p> <p>100% of PPO rate Deductible waived</p>	<p>80% of Allowable Claim Limits Deductible applies</p> <p>100% of Allowable Claim Limits Deductible waived</p>	<p>Contact Utilization Review for Coordination of Care.</p>
<p>Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)</p>	<p>80% of PPO rate Deductible applies</p>	<p>80% of Allowable Claim Limits Deductible applies</p>	
<p>*Lab and X-ray Benefits</p> <p>Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)</p> <ul style="list-style-type: none"> • Outpatient Hospital Interpretation • Free-standing or Independent Facility (includes interpretation) 	<p>80% of PPO rate Deductible applies</p> <p>80% of PPO rate Deductible applies</p>	<p>80% of Allowable Claim Limits</p> <p>80% of Allowable Claim Limits Deductible applies</p>	
<p>All Other Lab/X-ray</p> <ul style="list-style-type: none"> • Outpatient Hospital Interpretation 	<p>80% of PPO rate Deductible applies</p>	<p>80% of Allowable Claim Limits Deductible applies</p>	
<ul style="list-style-type: none"> • Free-standing or Independent Facility (includes interpretation) 	<p>80% of PPO rate Deductible applies</p>	<p>80% of Allowable Claim Limits Deductible applies</p>	
<p>Gunnison County Family Physicians Office Expenses Including:</p> <ul style="list-style-type: none"> • Office Visit • Examination • Treatment • Diagnostic tests • Office Surgery • Lab and X-rays • Allergy testing, serum/injections • Voluntary Second or Third Opinion (exam) • Medical Supplies 	<p>100% of contracted rate after \$20 Copay Deductible waived</p>		

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
All Other non-Gunnison County Family Physicians Office Expenses Including: <ul style="list-style-type: none"> • Office Visit • Examination • Treatment • Diagnostic tests • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies • Telehealth Consultations 	100% of PPO rate after \$40 Copay PCP \$60 Copay Specialist Deductible waived	100% of Allowable Claim Limits \$40 Copay PCP \$60 Copay Specialist Deductible waived	
NOTE: For purposes of this Plan, Physicians considered a Primary Care Physician (PCP) are: Family Practitioner, General Practitioner, Internist, Pediatrician and OB/Gyn. All other Physicians are considered Specialists. A referral from a Primary Care Physician to a Specialist is not required.			
Office Surgery	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Allergy Testing, Serum and Injections	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Office Lab and X-ray	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Select Diagnostic Medical Procedures (performed in Physician's Office)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Mental Disorders/ Chemical Dependency, Drug and Substance Abuse Office Visit/ *Group Therapy/ *Psychological Testing	100% of PPO rate after \$40 Copay Deductible waived	100% of Allowable Claim Limits after \$40 Copay Deductible waived	
Chiropractic Services (Including x-rays)	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to \$500 Calendar Year Maximum Benefit.
Complementary/ Alternative Medicine including Acupuncture, Therapeutic Massage, Nutrition Therapy, Rolfing and Naturopathy Care	100% of PPO rate after \$40 Copay Deductible waived	100% of Allowable Claim Limits after \$40 Copay Deductible waived	Limited to \$1,000 Calendar Year Maximum Benefit.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
*Urgent Care Facility (Minor Emergency Medical Clinic)	80% of PPO rate Deductible waived	80% of Allowable Claim Limits Deductible waived	
Retail Limited Service Clinics (Includes Redi Clinics, MinuteClinics and Take Care Clinics)	100% of PPO rate after \$40 Copay Deductible waived	100% of Allowable Claim Limits after \$40 Copay Deductible waived	
All Other Covered Physician Services	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

* If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
*Therapy Services • Physical • Occupational • Speech	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
*Cardiac Rehabilitation	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
*Chemotherapy/ Radiation Therapy/ Infusion Therapy/ Dialysis	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	For additional information regarding Infusion Therapy, see “Infusion Therapy” in the Major Medical Expense Benefit section. Contact Utilization Review for Coordination of Care.
*Durable Medical Equipment	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
*Orthotic Devices	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
*Prosthetics	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Hearing Exams / Hearing Aids	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Hearing aids are limited to \$4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.
*Home Health Care Services	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
*Home Infusion Therapy	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	For additional information regarding Home Infusion Therapy, see “ Home Infusion Therapy” in the Major Medical Expense Benefit section. Contact Utilization Review for Coordination of Care.
*Hospice	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.
Bereavement Counseling	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training	100% of PPO rate after \$40 Copay PCP \$60 Copay Specialist Deductible waived	100% of Allowable Claim Limits \$40 Copay PCP \$60 Copay Specialist Deductible waived	
*Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders (including Surgical and Non-Surgical Treatment)	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
*Morbid Obesity	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
*Ambulance — Air or Ground Transportation	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	
Reuro Health Telehealth (telephone or online – 24/7 unlimited access) Virtual urgent care Virtual primary care Virtual mental health services	100%; no Copay or Consultation fee 100% after \$20 Copay Deductible waived 100% after \$20 Copay Deductible waived		

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
*All Other Covered Expenses	80% of PPO rate Deductible applies	80% of Allowable Claim Limits Deductible applies	

*** If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.**

Organ Transplant Services
Organ and Tissue Transplants, Donor Expenses Contact Utilization Review upon transplant evaluation for Coordination of Care. Refer to Employer's Organ Transplant Policy as Primary payer. See Major Medical Expense Benefits for additional information.

SCHEDULE OF BENEFITS – TRADITIONAL PLAN (Cont'd.)

Preventive and Wellness Care Benefits			
This benefit is payable for Covered Procedures incurred as part of a Preventive and Wellness Care Program and is not payable for treatment of a diagnosed Illness or Injury. Services must be identified and billed as routine or part of a routine physical exam or as specified below.			
Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Limits & Provisions
All Covered Wellness Benefits	100% of PPO rate Copay and Deductible waived	100% of Allowable Claim Limits Deductible applies	See age and frequency limits and other special provisions below
Examples of Covered Wellness Procedures to include but are not limited to:			
<ol style="list-style-type: none"> 1. Routine Physical Exam 2. Annual Well Woman Exam 3. *Annual Pap smear and other routine lab 4. *Annual Mammogram (routine) 5. *Bone Density test (routine) 6. *Annual PSA test (routine) 7. Well Baby Care Exam/Well Child Care Exam 8. Routine Immunizations 9. Flu vaccine/pneumonia vaccine 10. *Routine lab, x-ray, diagnostic testing and other medical screenings 11. Routine Vision Screening for Covered Dependent Children 12. Routine Hearing Screening for Covered Dependent Children 13. *Routine/Diagnostic Colonoscopy (including polyp removal - beginning at age 45 or Family history of colon cancer) 14. Tobacco Use Screening/Cessation Intervention (limited to two attempts per Calendar Year with four tobacco cessation counseling sessions per attempt) 15. *All FDA approved Women's Contraceptive methods and Women's elective Sterilization procedures 			
NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional services that may be covered for preventive treatment.			

* If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN

MAJOR MEDICAL BENEFITS FOR COVERED PERSONS

NOTE: All Claims are subject to review and/or audit to ensure that charges are payable in accordance with the terms and limitations of this Plan.

LEVEL I PROVIDERS – Facilities and Providers billing as a Facility to include, but not limited to:

- Hospitals (Inpatient and Outpatient treatment)
- Inpatient Facilities (such as Rehabilitation Facilities, Skilled Nursing Facilities and Hospice)
- Inpatient and Outpatient Facilities for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse
- Ambulatory Surgery Centers
- Dialysis Clinics
- Ambulance (air and ground)

LEVEL II PROVIDERS – Physicians and all other Providers of service

Maximum Benefits	
Lifetime Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited
Annual Maximum Dollar Benefit (All Covered Essential Health Benefits)	Unlimited

Deductible and Annual Out-of-Pocket Maximum	Level I Benefit Level II PPO / Non-PPO Benefit
Calendar Year Deductible (Includes Covered Medical and Prescription Drug Expenses) <ul style="list-style-type: none"> • Per Covered Person • Family Limit* 	\$4,000 \$8,000
Benefit Percentage (unless otherwise noted)	100%
Annual Out-of-Pocket Maximum (Includes Calendar Year Deductible, Covered Medical and Prescription Drug Expenses) <ul style="list-style-type: none"> • Per Covered Person • Family Limit* 	\$4,000 \$8,000

NOTE: The Calendar Year Deductibles and Annual Out-of-Pocket Maximums are determined by combining both Level I and Level II (PPO and Non-PPO) Covered Charges. See Comprehensive Medical Benefits section. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses and Prescription Drug Expenses are payable at 100% for the remainder of the Calendar Year. Any applicable Maximums or Limitations for specified services are also determined by combining Level I and Level II (PPO and Non-PPO) Covered Charges.

* The Calendar Year Deductible per Covered Person (individual Deductible) is embedded in the Deductible Family Limit and the Annual Out-of-Pocket Maximum per Covered Person (individual Annual Out-of-Pocket) is embedded in the Annual Out-of-Pocket Maximum Family Limit. Each covered Family member is only required to satisfy his/her own individual Deductible and individual Annual Out-of-Pocket, not the entire Family Limit, in order to receive Plan benefits. The Deductible Family Limit and Annual Out-of-Pocket Maximum Family Limit are satisfied by two (2) or more Family members collectively; however, each Family member cannot contribute more than his/her own individual Deductible or individual Annual Out-of-Pocket Maximum.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

LEVEL I BENEFITS – Payment Levels and Limits:

This section applies to covered services rendered by Hospitals and other Facilities shown in the preceding Level I Providers list and to charges for services rendered by Providers billing “as a Facility.” The benefits shown apply to all such covered, licensed, accredited Providers of service **without regard to participation in a Preferred Provider Organization (PPO) network.**

NO SURPRISES ACT - Emergency Services and Surprise Bills

For Out-of-Network Claims subject to the No Surprises Act (“NSA”) (part of the Consolidated Appropriations Act of 2021), a Participant’s cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan’s Allowable Expense was the Recognized Amount, regardless of the Plan’s actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider’s billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Coordination of Care Requirements		
Coordination of Care required for the following services:	See Coordination of Care section for additional information.	
<ul style="list-style-type: none"> • Inpatient Hospital/Facility Admissions • Inpatient Hospice • Home Health Care • Other Specified Level I and Level II Services 		
Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Gunnison Valley Health Systems Inpatient / Outpatient Services		
Gunnison Valley Health Systems Inpatient / Outpatient Services	100% of negotiated rate Deductible applies	
Hospital/Facility Inpatient Services		
Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Maternity Inpatient Hospital Services	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Routine Newborn Care Inpatient Hospital Services (to date of mother’s discharge)	100% of Allowable Claim Limits for nursery Room and Board/ancillary charges Deductible applies	
Skilled Nursing Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Limited to 120 days per Calendar Year. Contact Utilization Review for Coordination of Care.
Rehabilitation Facility	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Mental Disorders/Chemical Dependency, Drug and Substance Abuse Inpatient Hospital Services/ Residential Treatment Center	100% of Allowable Claim Limits for Room and Board/ancillary charges Deductible applies	Contact Utilization Review for Coordination of Care.
Emergency Room (Hospital Emergency Room Services/ Independent Freestanding Emergency Department Services)		
Emergency Room	100% of Allowable Claim Limits Deductible applies	If admitted Inpatient, contact Utilization Review for Coordination of Care.
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section) All Other Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible applies	
	100% of Allowable Claim Limits Deductible applies	
Hospital/Facility Outpatient Diagnostic/Preventive Screening Services		
Routine Bone Density Test, Other Routine Diagnostic Lab and X-ray	100% of Allowable Claim Limits Deductible waived	Age and/or frequency limitations may apply.
Annual Mammogram (Routine screening) Additional Mammogram (Diagnostic)	100% of Allowable Claim Limits Deductible waived 100% of Allowable Claim Limits Deductible applies	
Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 45 or Family history of colon cancer with or without diagnosis.
Women's Elective Sterilization Procedures		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	All FDA approved
Outpatient Surgery/Ambulatory Surgery Centers Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Outpatient Psychiatric Day Treatment Facility and Outpatient Chemical Dependency Drug Treatment Facility		
Day Treatment Facility/ Psychological Testing/ Outpatient Therapy (including group therapy)	100% of Allowable Claim Limits Deductible applies	
Physical, Occupational and Speech Therapy Services		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
Cardiac Rehabilitation		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level I Benefit	Maximum Benefits, Limits & Provisions
Chemotherapy, Radiation Therapy, Infusion Therapy, Dialysis Facilities Covered Services and Supplies		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	For additional information regarding Infusion Therapy, see “Infusion Therapy” in the Major Medical Expense Benefit section. Contact Utilization Review for Coordination of Care.
Diabetic Self-Management Training		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Hospice		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.
Home Health Care Services		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.
Ambulance - Air or Ground Transportation		
All Covered Expenses	100% of Allowable Claim Limits Deductible applies	
Urgent Care Facility (Minor Emergency Medical Clinic)		
All Covered Expenses	100% of Allowable Claim Limits Deductible waived	
Outpatient Clinic Visit – Facility		
Facility Expenses	100% of Allowable Claim Limits Deductible applies	
All Other Covered Hospital/Facility Services and Supplies		
All Other Covered Expenses	100% of Allowable Claim Limits Deductible applies	Coordination of Care required for Inpatient and other specified Level I and Level II services.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

LEVEL II BENEFITS – Payment Levels and Limits:

This section applies to covered services rendered by Physicians and all other Providers not listed in Level I. Benefits shown are payable **based upon the Provider's participation in the Preferred Provider Organization (PPO) network**. Non-PPO Covered Charges are subject to Allowable Claim Limits.

The "Level II PPO Benefit" applies to services rendered by Preferred Providers in the designated PPO Network (In-Network); the "Level II Non-PPO Benefit" applies to services rendered by Providers other than Preferred Providers (Out-of-Network).

NO SURPRISES ACT - Emergency Services and Surprise Bills

For Out-of-Network Claims subject to the No Surprises Act ("NSA") (part of the Consolidated Appropriations Act of 2021), a Participant's cost-sharing will be the same amount as would be applied if the Claim was provided by an Imagine Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services. Cost-sharing amounts will accrue toward In-Network Deductibles and Out-of-Pocket Maximums.

Benefits for Claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial Claim and, if approved, will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services; and
- Covered Out-of-Network air ambulance services.

Maximum Benefits, Limits and Provisions are subject to all other Plan exclusions, limitations and provisions set forth in this Plan.

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Physician Services			
Gunnison Valley Health Systems Inpatient / Outpatient Physician Services	100% of negotiated rate Deductible applies		
Physician Hospital Visits/Surgeon	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Physician Hospital Visit for Mental Disorders/ Chemical Dependency, Drug and Substance Abuse	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Emergency Room Physician	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Maternity (Including prenatal care, delivery and postnatal care, except initial visit)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care.
Initial Visit	100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible waived	
Routine Newborn Care (Inpatient routine pediatric care to date of mother's discharge)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
*Lab and X-ray Benefits Select Diagnostic Medical Procedures (MRI, CT scan, etc.; see list in Comprehensive Medical Benefits section)			
<ul style="list-style-type: none"> • Outpatient Hospital Interpretation 	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
<ul style="list-style-type: none"> • Free-standing or Independent Facility (includes interpretation) 	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
All Other Lab/X-ray			
<ul style="list-style-type: none"> • Outpatient Hospital Interpretation 	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
<ul style="list-style-type: none"> • Free-standing or Independent Facility (includes interpretation) 	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
All Covered Physician Office Expenses Including: <ul style="list-style-type: none"> • Office Visit • Examination • Treatment • Diagnostic tests • Office Surgery • Lab and X-rays • Allergy testing, serum/injections • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies • Retail Limited Services Clinic • Telehealth Consultations 	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Mental Disorders/ Chemical Dependency, Drug and Substance Abuse Office Visit/ *Group Therapy/ *Psychological Testing	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Chiropractic Services (Including x-rays)	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to \$500 Calendar Year Maximum Benefit.
Complementary/ Alternative Medicine including Acupuncture, Therapeutic Massage, Nutrition Therapy, Rolfing and Naturopathy Care	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to \$1,000 Calendar Year Maximum Benefit.
*Urgent Care Facility (Minor Emergency Medical Clinic)	100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible waived	
All Other Covered Physician Services	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

* If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
Other Covered Services			
*Therapy Services <ul style="list-style-type: none"> • Physical • Occupational • Speech 	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 60 visits per therapy per Calendar Year.
*Cardiac Rehabilitation	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
*Chemotherapy/ Radiation Therapy/ Infusion Therapy/Dialysis	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	For additional information regarding Infusion Therapy, see “Infusion Therapy” in the Major Medical Expense Benefit section. Contact Utilization Review for Coordination of Care.
*Durable Medical Equipment	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
*Orthotic Devices	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
*Prosthetics	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Hearing Exams/Hearing Aids	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Hearing aids are limited to \$4,500 Calendar Year Maximum Benefit every five (5) years. Maximum Benefit does not apply to initial purchase of hearing aid/device if Medically Necessary due to Illness, Accidental Injury, Congenital Anomaly or Surgical Procedure.
*Home Health Care Services	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Limited to 120 visits per Calendar Year. Contact Utilization Review for Coordination of Care.

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
*Home Infusion Therapy	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	For additional information regarding Home Infusion Therapy, see “ Home Infusion Therapy” in the Major Medical Expense Benefit section. Contact Utilization Review for Coordination of Care.
*Hospice	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	Contact Utilization Review for Coordination of Care for Inpatient and Homebound Hospice.
Bereavement Counseling	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Diabetic Self-Management Training	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
*Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders (including Surgical and Non-Surgical Treatment)	Related services will be considered at the applicable benefit level (Surgery, devices, diagnostic services, etc.)		
*Morbid Obesity	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
*Ambulance — Air or Ground Transportation	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	
Recuro Health Telehealth (telephone or online – 24/7 unlimited access) Virtual urgent care Virtual primary care Virtual mental health services	<p align="center">\$10 Consultation Fee Fee applies to satisfy PPO Deductible and PPO Annual Out-of-Pocket Maximum.</p> <p align="center">100% after PPO Deductible</p> <p align="center">100% after PPO Deductible</p>		

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Maximum Benefits, Limits & Provisions
*All Other Covered Expenses	100% of PPO rate Deductible applies	100% of Allowable Claim Limits Deductible applies	

* If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.

Organ Transplant Services
<p>Organ and Tissue Transplants, Donor Expenses Contact Utilization Review upon transplant evaluation for Coordination of Care. Refer to Employer's Organ Transplant Policy as Primary payer. See Major Medical Expense Benefits for additional information.</p>

SCHEDULE OF BENEFITS – HIGH DEDUCTIBLE HEALTH PLAN (Cont'd.)

Preventive and Wellness Care Benefits			
This benefit is payable for Covered Procedures incurred as part of a Preventive and Wellness Care Program and is not payable for treatment of a diagnosed Illness or Injury. Services must be identified and billed as routine or part of a routine physical exam or as specified below.			
Benefit Percentage For:	Level II PPO Benefit	Level II Non-PPO Benefit	Limits & Provisions
All Covered Wellness Benefits	100% of PPO rate Deductible waived	100% of Allowable Claim Limits Deductible applies	See age and frequency limits and other special provisions below
Examples of Covered Wellness Procedures to include but are not limited to:			
<ol style="list-style-type: none"> 1. Routine Physical Exam 2. Annual Well Woman Exam 3. *Annual Pap smear and other routine lab 4. *Annual Mammogram (routine) 5. *Bone Density test (routine) 6. *Annual PSA test (routine) 7. Well Baby Care Exam/Well Child Care Exam 8. Routine Immunizations 9. Flu vaccine/pneumonia vaccine 10. *Routine lab, x-ray, diagnostic testing and other medical screenings 11. Routine Vision Screening for Covered Dependent Children 12. Routine Hearing Screening for Covered Dependent Children 13. *Routine/Diagnostic Colonoscopy (including polyp removal - beginning at age 45 or Family history of colon cancer) 14. Tobacco Use Screening/Cessation Intervention (limited to two attempts per Calendar Year with four tobacco cessation counseling sessions per attempt) 15. *All FDA approved Women's Contraceptive methods and Women's elective Sterilization procedures 			
NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional services that may be covered for preventive treatment.			

* If these services are rendered by Providers billing as a Facility, please refer to the appropriate category under Level I for the benefit.

ORGAN TRANSPLANT POLICY

Organ and tissue transplant coverage is provided under a separate insurance policy by Tokio Marine HCC – Stop Loss Group (TMHCC) and is issued either by National Union Fire Insurance Company of Pittsburgh, Pa. or HCC Life Insurance Company. Such coverage pays benefits for certain organ and tissue transplants without regard to any benefits that may or may not be provided by this Major Medical Plan. Please contact TMHCC’s Transplant Unit toll-free at 1-888-449-2377 for benefit information, pre-authorization of transplant services, and transplant network Provider access.

Pre-Authorization of Transplant Services

Pre-authorization of transplant services is required prior to seeing a transplant Provider for a consult and/or evaluation. Failure to do so could result in reduced benefits.

NOTICE - Transplant Network

In order to obtain 100% in-network benefits, you must use Providers in a transplant network approved by and accessed through TMHCC’s Transplant Unit. Expenses billed by the transplant network Provider that are not covered by the TMHCC policy are subject to this Medical Plan’s benefits and the payment terms and conditions of the transplant network Provider’s contracted rates.

For more information, contact your Medical Plan Administrator and/or human resources department.

NOTE: The Employer’s fully insured Organ Transplant Policy is the Primary payer for Organ, Tissue and Bone Marrow Transplants. In the event the Employer’s Organ Transplant Policy does not cover some or all transplant related charges incurred by a Covered Person due to a pre-existing condition exclusion limitation, this Plan will consider the charges based on benefits below as the Secondary payer. See Coordination With Organ Transplant Policy section of this Plan Document.

Traditional Plan Organ Transplant Plan Benefits – Secondary Payer			
Benefit Percentage For:	Transplant Program	Non-Transplant Program	Limits & Provisions
Organ, Tissue and Bone Marrow Transplants (Non-experimental transplants only)	80% of Program rate Deductible applies	80% of Usual and Customary fees Deductible applies	Contact Utilization Review upon transplant evaluation for Coordination of Care and access to the Transplant Program.
Donor Expenses Donor expenses covered if recipient is covered by this Plan. Payable under recipient’s Claim.	80% of Program rate Deductible applies	80% of Usual and Customary fees Deductible applies	
Organ Transplant Travel/Lodging Benefit	100% Deductible waived	Not covered	Transplant Program Travel/Lodging limited to \$10,000 Maximum Benefit per Transplant.

High Deductible Health Plan Organ Transplant Plan Benefits – Secondary Payer			
Benefit Percentage For:	Transplant Program	Non-Transplant Program	Limits & Provisions
Organ, Tissue and Bone Marrow Transplants (Non-experimental transplants only)	100% of Program rate Deductible applies	100% of Usual and Customary fees Deductible applies	Contact Utilization Review upon transplant evaluation for Coordination of Care and access to the Transplant Program.
Donor Expenses Donor expenses covered if recipient is covered by this Plan. Payable under recipient's Claim.	100% of Program rate Deductible applies	100% of Usual and Customary fees Deductible applies	
Organ Transplant Travel/Lodging Benefit	100% Deductible waived	Not covered	Transplant Program Travel/Lodging limited to \$10,000 Maximum Benefit per Transplant.

CANCER CARE PROGRAM

The Plan provides benefit coverage for evidence-based cancer care services provided at local, regional and national cancer programs. The Cancer Care Program will utilize specialized care coordination nurses to provide patient education and support while coordinating with the patient, Providers, Center of Excellence (COE), and Plan benefits. The principles for Certified Case Management and the guidelines of nationally recognized organizations, MCG (formerly Milliman Care Guidelines) and National Comprehensive Cancer Network (NCCN), including the NCCN Compendium of Care, will be utilized in the review of care for Medical Necessity and evidence-based medicine. In the event care is requested that is outside of the nationally recognized criteria, independent medical reviews by a Board Certified and actively practicing Oncologist or Physician of like specialty will be completed to ensure standard of medical care is provided for Plan Participants. The Cancer Care Program may utilize a panel of three (3) Board Certified and actively practicing Oncologists or Physicians of like specialty in the event of appeals. Should oncology care at a Center of Excellence benefit the patient and Plan, the Cancer Care Program nurse will gather the data from at least two (2) independent COE contracting sources. The COE contracts will be reviewed for comprehensiveness of contract and the COE's quality outcomes before selection. The Cancer Care Program will not limit member participation based on type of cancer.

SECOND OPINION

The Plan provides coverage for a Second Opinion through utilization of the Pathology/Diagnostic COE, which may include a review of the diagnosis, review of the treatment plan or both. Second Opinions may require travel to a Pathology/Diagnostic COE to qualify for benefits. A Second Opinion may consist solely of having pathology slides reviewed by a specialized lab or may include other services. Molecular testing is a covered benefit when coordinated by the Cancer Care nurse.

CLINICAL TRIAL BENEFITS

Clinical Trials (Routine Patient Costs). Benefits are provided to Qualified Individuals for the Routine Patient Costs of items and services furnished in connection with participation in an Approved Clinical Trial. Routine Patient Costs include all items and services consistent with the coverage provided under this Plan that are typically covered for a Qualified Individual who is not enrolled in a clinical trial. Routine Patient Costs do not include:

1. The Investigational item, device, or service, itself;
2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

If one or more Participating Providers is participating in a clinical trial, the Plan may require that a Qualified Individual participate in the trial through such a Participating Provider if the Provider will accept the individual as a participant in the trial.

Approved Clinical Trial is a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and that is described in any of the following:

1. Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
 - a. The National Institutes of Health.
 - b. The Centers for Disease Control and Prevention.
 - c. The Agency for Health Care Research and Quality.
 - d. The Centers for Medicare & Medicaid Services.
 - e. A cooperative group or center of any of the entities described in (a) through (d) above or the Department of Defense or the Department of Veterans Affairs.

- f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
- g. The Department of Veterans Affairs, the Department of Defense, or the Department of Energy, if the study or investigation has been reviewed and approved through a system of peer review that the Secretary determines:
 - i. to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health; and
 - ii. assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review; or
- 2. The study or investigation is conducted under an Investigational new Drug application reviewed by the Food and Drug Administration; or
- 3. The study or investigation is a Drug trial that is exempt from having such an Investigational new Drug application.

A Qualified Individual must meet the following conditions:

- 1. The individual must be eligible to participate in an Approved Clinical Trial according to the trial protocol with respect to treatment of cancer or other life-threatening condition; and
- 2. Either:
 - a. The referring health care professional is a Participating Provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1); or
 - b. The individual provides medical and scientific information establishing that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1).

Covered Persons are encouraged to contact the Cancer Care Program at 1-800-843-6705 option 6 or cancercare@imagine360.com for further information on clinical trial coverage.

Questions: If there are any questions regarding coverage or a specific provision of the Cancer Care Program, please contact the Plan Administrator at 1-800-843-6705 option 6 or email cancercare@imagine360.com.

PRESCRIPTION DRUG PLAN BENEFITS

High Deductible Health Plan		
<p>Prescription Drug Expenses apply to satisfy the Medical Plan's Level I/Level II Calendar Year Deductible. The Plan requires the Covered Person to pay the entire cost of Prescription Drug Expenses until the Deductible has been met. After the Calendar Year Deductible and Annual Out-of-Pocket Maximum have been met, covered Prescription Drugs will be payable at 100% for the remainder of the Calendar Year.</p>		
	Supply Limit	Benefit
Prescription Card Service Generic and Brand Name Drugs	30 – 90 days	100% after Deductible
Mail Order Service Generic and Brand Name Drugs	90 days	100% after Deductible
<p>Specialty Drugs Specialty drugs sourced through EPLS Progressive Sourcing are payable up to 100%.</p> <p>Contact your employer's Human Resources department to learn more about your options and potential incentives for working through EPLS (EPLS JCode Program) to obtain certain drugs when necessary, including administration of injectable drugs in an outpatient setting.</p> <p>Special Limitations – See the "Specialty Drugs" and "JCode" entries under "Definitions" and "Medical Benefit Exclusions" and "Drug Benefit Exclusions" for more information.</p>		

Traditional Plan	
<p>Prescription Drug Copays apply to satisfy a separate Prescription Drug Annual Out-of-Pocket Maximum. After the separate Prescription Drug Annual Out-of-Pocket Maximum has been met, covered Prescription Drugs will be payable at 100% for the remainder of the Calendar Year.</p>	
Calendar Year Prescription Drug Deductible Per Covered Person	\$100
The Prescription Drug Deductible must be satisfied each Calendar Year before Copays apply.	
Prescription Drug Annual Out-of-Pocket Maximum Per Covered Person Family Limit*	\$3,000 \$6,000
*Applies collectively to all Covered Persons in the same Family.	
Prescription Card Service <u>Supply Limit</u> Generic (Tier 1) Preferred Brand Name Drugs (Tier 2) Non-Preferred Brand Name Drugs (Tier 3)	100% after applicable Copay <u>30 days</u> \$5 Copay 75% Copay with a minimum \$35 Copay and up to a maximum \$150 Copay 75% Copay with a minimum \$70 Copay and up to a maximum \$150 Copay
Prescription Card Service – Generic Drugs Only <u>Supply Limit</u> Generic Drugs (Tier 1)	<u>90 days</u> \$15 Copay
Mail Order Service <u>Supply Limit</u> Generic (Tier 1) Preferred Brand Name Drugs (Tier 2) Non-Preferred Brand Name Drugs (Tier 3)	100% after applicable Copay <u>90 days</u> \$10 Copay 75% Copay with a minimum \$80 Copay 75% Copay with a minimum \$80 Copay

Traditional Plan (Continued)

Specialty Drugs*

Specialty drugs sourced through EPLS Progressive Sourcing are payable up to 100%.

Contact your employer's Human Resources department to learn more about your options and potential incentives for working through EPLS (EPLS JCode Program) to obtain certain drugs when necessary, including administration of injectable drugs in an outpatient setting.

Special Limitations – See the “Specialty Drugs” and “JCode” entries under “Definitions” and “Medical Benefit Exclusions” and “Drug Benefit Exclusions” for more information.

NOTE: Medications required for Preventive Care services may be covered at 100%, Copay and/or Deductible waived.

Non-Specialty Drugs sourced through EPLS partner pharmacies are payable at 100%, without application of any applicable copayment, coinsurance, or deductible (to the extent permitted by law). This program is voluntary and does not impact members' ability to use the member prescription benefit.

Brand Drugs may also be eligible for copay cards, which provide the Plan Participant certain assistance with payments. If provided to a Plan Participant, the Plan Participant must use the copay card, or benefits will be reduced by the amount of copay card.

EPLS will contact members who have qualifying medications. Members may also contact EPLS at 717-844-9030.

For Coordination of Benefits when this Plan is secondary, file the prescription receipt with the Drug Plan. Call the Prescription Claims Help Desk for a Claim form. See Plan Participant identification card for the phone number.

(Traditional Plan only) If the pharmacy charge is less than the Generic or Brand Copay, then the actual charge will become the Copay. Generic and Brand Name copayments apply separately to each prescription and refill and do not apply to the Calendar Year Deductible.

To be covered, Prescription Drugs must be:

1. Purchased from a participating licensed pharmacist;
2. Dispensed to the Covered Person for whom they are prescribed; and
3. Legally prescribed by a Qualified Prescriber.

DEFINITIONS

Brand Name Drugs (Tier 2 and Tier 3)

Trademark Drugs or substances marketed by the original manufacturer. Tier 2 Drugs are commonly used Preferred Brand Name Drugs shown on the Formulary Drug List as “Formulary Alternative(s).” Tier 3 Drugs are Non-Preferred Brand Name Drugs listed as “Non-Formulary” or not listed.

EPLS Progressive Sourcing

This program ensures Specialty Drugs are sourced at the lowest cost available to decrease costs for the Plan and Plan Participants. Participants are required to comply with all requests pursuant to EPLS Progressive Sourcing and provide any necessary documentation to receive Specialty Drug benefits.

EPLS JCode Program

The EPLS JCode Program is the process of evaluating medications for potential cost-reduction of the treatment. This may involve evaluating the appropriateness of the medication to be given in an alternative site of care, such as home infusion or alternative infusion center, and/or evaluating the cost of the medication if it was processed through the pharmacy benefit instead of the medical benefit.

Generic Drugs (Tier 1)

Drugs or substances which:

1. Are not trademark Drugs or substances; and
2. May be legally substituted for trademark Drugs or substances.

Over the Counter (OTC) Drugs

Drugs which do not require a prescription from a Qualified Prescriber, unless otherwise specified.

Prescription Drugs

Legend Drugs or medicines which are prescribed by a Qualified Prescriber for the treatment of Illness, Injury or Pregnancy.

Qualified Prescriber

A licensed Physician, Dentist, or other health care Practitioner who may, in the legal scope of his/her practice, prescribe Drugs or medicines.

Site of Care

The physical location of drug infusion/injection administration. Sites of Care include hospital inpatient, hospital outpatient, physician office, ambulatory infusion suite, or home-based setting.

Specialty Drugs

“Specialty Drug” shall mean a prescription medication, including a drug subject to HCPCS Level II billing code (see Appendix A for a list of such codes, including but not limited to drugs for cancer, rheumatoid arthritis, and multiple sclerosis), that costs more than \$1,450 for a 30-day supply or \$4,350 for a 90-day supply and is used to treat complex, chronic conditions. Specialty Drugs are only covered if pre-authorized.

Product Selection

The pharmacist substitutes more economically priced Generic equivalent Drugs whenever possible unless there is a specific request for a Brand Name by the prescribing Physician or when State law requires no substitution for the Brand Name Drug. **Under this program if the prescribing Physician does not specify the Brand Name, but the Covered Person requests the Brand product when there is a Generic substitute available, the Covered Person is required to pay the difference in cost between the Brand and Generic product in addition to the usual Brand Copay (applies to Prescription Card and Mail Order).**

Most pharmacists, as a courtesy to the patient, will ask whether a Generic Drug is acceptable to the Covered Person if the Physician has specified “product selection permitted” on the prescription. If the Physician has specified “dispense as written,” no choice is given to the patient, and only the applicable Copay will be charged.

Miscellaneous Provisions

The following provisions may be included in your Prescription Drug Plan. Please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card for more information.

Step Therapy: The practice of starting Drug therapy for a medical condition with the most cost-effective and safest Drug available, then progressing to other more costly alternatives if necessary.

Therapeutic Substitution: A Physician-oriented service designed to increase the utilization of more cost-effective products. Substitutes are made for Non-Preferred Brand Name Drugs with either Generic or similar Preferred Brand Name Drugs in the same therapeutic class.

Drug Review

The Plan includes a Drug Review program which is automatically administered by the pharmacist through a nationwide computer network that verifies the eligibility of each Covered Person’s card and protects the

Covered Person from conflicting prescriptions which might prove harmful if taken at the same time. This program also guards against duplication of medications and incorrect dosage levels.

Covered and Excluded Drugs

The following Covered and Excluded Drug listings are not all inclusive. To find out if a particular Drug is covered, please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card.

NOTE: Some Drugs may require authorization and may only be covered, and/or covered for certain ages, if Medically Necessary.

Prescription Drug Plan – Covered Drugs

1. Legend Drugs (Drugs requiring a prescription either by Federal or State law) (there are certain Legend Drugs that may be excluded);
2. Insulin on prescription;
3. Disposable insulin needles/syringes, test strips and lancets on prescription;
4. Compounded medications of which at least one ingredient is a prescription legend Drug;
5. All FDA approved women's contraceptive Drugs and methods (Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived);
6. Tobacco deterrent medications or any other tobacco use OTC cessation aids, all dosage forms limited to a 168-day supply per Plan Calendar Year (Generic covered at 100%, Copay and/or Deductible waived); if no Generic available, Brand covered at 100%, Copay and/or Deductible waived); and
7. Weight loss medications (prior authorization is required).

NOTE: Quantity limitations may apply to some Covered Drugs in addition to those shown above.

Weight loss medications will be covered if all of the following conditions are met:

1. Prior authorization is required.
2. Covered Person has a BMI of 30 or higher.
 - a. If a Covered Person has a BMI of 27-30, the Physician must also present and document a weight-related comorbidity. These include diabetes, high cholesterol, high blood pressure, coronary heart disease and sleep apnea.
3. Lifestyle modifications for at least three (3) consecutive months.
 - a. This is to be documented with the Provider and included in clinical documentation.
4. Life modifications will continue while patient takes requested weight loss medication.

Initial therapy is typically approved for seven months. When continuation therapy is requested and a renewal is completed, the clinical department will ensure the patient has lost 4-5% body weight (depending on medication requested) from initial approval.

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional Drugs that may be covered for preventive treatment.

Prescription Drug Plan – Excluded Drugs

1. **Specialty Drugs.** After a maximum of two (2) initial fills (each limited to a 30-day supply), the full amount charged or otherwise payable for any Specialty Drug which is eligible for EPLS Progressive Sourcing but which the Participant has not tried to source through said program.
2. **Generic Drugs.** Generic drugs costing more than \$500 for a 30-day fill and \$1,000 for a 90-day fill are excluded from most pharmacies. Participants should contact EPLS at 717-844-9030 for coverage.

This Plan requires a Plan Participant to obtain a generic drug whenever possible. When a medically appropriate generic or biosimilar option was available, but the Participant obtained a Specialty Drug instead, the Plan will exclude the difference between the cost of the Specialty Drug and the cost of the generic or biosimilar option. If a more affordable medically appropriate Specialty Drug is available that would achieve identical results and could have been obtained instead of the drug actually obtained, the Plan will exclude the difference between the cost of the Specialty Drug obtained and the less-costly option.

The Plan excludes any amount that would not have been payable by the Plan had the Plan Participant utilized a copay card if provided to the Plan Participant.

It is the Participant's responsibility to contact EPLS and satisfy the Plan's requirements for coverage. To begin the process, contact EPLS at 717-844-9030.

3. Abortifacients;
4. Drugs for Cosmetic purposes;
5. Immunization agents (except immunizations and vaccines as required for Preventive Care services; Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived), biological sera, blood or blood plasma;
6. Therapeutic devices or appliances, including needles, syringes, support garments and other non-medical substances, regardless of intended use, except those listed above;
7. Charges for the administration or injection of any Drug;
8. Prescriptions which a Covered Person is entitled to receive without charge from any Workers' Compensation laws;
9. Drugs labeled "Caution-limited by Federal law to Investigational use," or Experimental Drugs, even though a charge is made to the individual;
10. Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed Hospital, Extended Care Facility, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a Facility for dispensing pharmaceuticals; and
11. Any prescription refilled in excess of the number specified by the Physician, or any refill dispensed after one (1) year from the Physician's original order.

NOTE: Drugs excluded from the Prescription Drug Plan are not payable under Major Medical Expense Benefits.

(Traditional Plan only) A Prescription Drug dispensed by a retail pharmacy, Mail Order Service or Specialty Pharmacy for which a Copay applies is not considered a Claim for benefits under this Plan and, therefore, is not subject to the Plan's Claim Filing Procedures.

When Alternative Care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the Plan Participant (patient), the Plan may approve and pay for all or part of the charges not shown as a Covered Prescription Drug in this Plan Document.

PRESCRIPTION DRUG UTILIZATION REVIEW

The Prescription Drug benefit does not have unlimited coverage. As with all medical and Hospital services, Prescription Drug utilization is subject to determinations of Medical Necessity and appropriate use. Drug Utilization Review may be concurrent, retrospective or prospective.

Concurrent Drug Utilization Review generally occurs at the time of service and may include electronic Claim audits which may help to protect patients from potential Drug interactions or Drug-therapy conflicts or overuse/under use of medications.

Retrospective Drug Utilization Review generally involves Claim review and may include communication by the Prescription Drug Plan and/or Utilization Review with the prescribing Physician to coordinate care and verify diagnoses and Medical Necessity. It may include a peer review by a Physician of like specialty to the prescribing Physician reviewing the medical and pharmacy records to determine Medical Necessity.

Should Medical Necessity not be determined by the peer review Physician, the treating Physician and Plan Participant will be notified and provided with the peer review results. The Plan Participant and Physician will be forwarded information on the appeal process as outlined in this Plan.

Prospective Drug Utilization Review may include, among other things, Physician or pharmacy assignment in which one Physician and/or one pharmacy is selected to serve as the coordinator of prescription Drug services and benefits for the eligible Plan Participant. The Plan Participant will be notified in writing of this and will be required to designate a Physician and pharmacy as his/her Providers.

Discretionary Authority – *As it relates to Specialty Drugs, the Plan Administrator is specifically empowered on a case-by-case basis, in a non-discriminatory fashion and when it finds that doing so is in the best interest of the Participant and not unduly burdensome to the Plan, to deem a drug payable which would otherwise be excluded under the Plan.*

COORDINATION OF CARE

Coordination of Care may be indicated for medical treatment that is Medically Necessary and not Experimental. Coordination of Care is provided by a Registered Nurse (RN) to assist the Plan Participant with coordination of medical care, prevent duplicate diagnostic testing and/or treatment, and identify and refer patients with diagnoses that would benefit from further Plan programs such as Case Management, Disease Management and/or Maternity Support.

COORDINATION OF CARE REQUIREMENTS

Contact the Utilization Review Department for Coordination of Care prior to receiving the following services:

- **Inpatient Hospital/Facility admissions (including admissions for Mental Disorders, Chemical Dependency, Drug and Substance Abuse);**
- **Inpatient and Home Hospice;**
- **Maternity;**
- **Radiation therapy, chemotherapy, dialysis or infusion therapy;**
- **Home Health Care;**
- **Transplant evaluation.**

Specialty medications require Prior Authorization from your PBM. To assist Participants in determining whether prescriptions are covered under the Major-Medical plan or under the EPLS JCode Program see "Medical Benefit Exclusions" section, or Participants may call EPLS at 717-844-9030 to Pre-Authorize a prescription.

CASE MANAGEMENT

During the Utilization Review process, catastrophic cases such as transplants, burns, spinal cord Injuries, cancer and other large cases will be identified and Case Management may be initiated. Case Management is provided by Nurses with specialized training and/or advanced national certification. The Nurse may monitor the medical care, consult with the Physicians, coordinate with the health care Providers and Facilities, and communicate with the patient and Family to promote receipt of appropriate, cost effective care to expedite the recovery process.

When Out-of-Network fees are negotiated by Case Management and/or Utilization Review on behalf of the Plan, Out-of-Network Covered Charges may be considered at the PPO Benefit level.

ALTERNATIVE CARE

Through alternative care, Case Management may help the patient and the Plan Administrator obtain care/treatment for a serious Illness or Injury that is Medically Necessary and appropriate for the diagnosis. When alternative care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the patient, the Plan may approve and pay for all or part of the charges not shown as a Covered Expense or as a Covered Prescription Drug in this Plan Document. These expenses will be considered on the same basis as the care and treatment for which they are substituted. Benefits provided under this section are subject to all other limitations and provisions within the Plan. In exercising its authority, this Plan will act in a way so as not to discriminate against any Plan Participant. If the care is not being substituted for other Covered Expenses, it will be considered on the same basis as a same or similar Covered Expense or Covered Prescription Drug shown in this Plan Document, as determined by the Claims Administrator.

All benefits provided in this section are subject to Medical Necessity, Reasonableness, and Usual and Customary charges, the Allowable Claim Limits under the Claim Review and Audit Program.

DISEASE MANAGEMENT

Disease Management is an Employer sponsored voluntary program that is designed to help individuals with certain chronic health conditions to better manage their care. Utilization Review, provided through medical management, supports the relationship between the Physician and the patient by providing information regarding optimal treatment options. The objective is to help individuals stay healthy by providing customized health education information for the most appropriate medical care for each individual's illness.

MATERNITY SUPPORT PROGRAM

A special Maternity Support Program is available from Utilization Review. The program is completely voluntary and provides educational tools to optimize the health of mothers and their newborns. To participate, Covered Persons should call Utilization Review as soon as they know they are pregnant, preferably during the first trimester. Benefits available are:

- Coordination of a proactive education program for maternity care;
- Assessment of the risk of a Pregnancy;
- Identification of personal health factors that could influence the Pregnancy; and
- Development of proactive, risk appropriate care delivery programs for covered Pregnancies and births.

COMPREHENSIVE MEDICAL BENEFITS

COVERED MEDICAL EXPENSES (COVERED EXPENSES)

Covered Medical Expenses mean the Reasonable and Usual and Customary charges, Allowable Claim Limit charges and/or contracted PPO charges incurred by or on behalf of a Covered Person for Hospital or other medical services listed below which are:

1. Ordered by a Physician or licensed Practitioner;
2. Medically Necessary for the treatment of an Illness or Injury;
3. Not of a luxury or personal nature; and
4. Not excluded under the Major Medical Exclusions and Limitations section of this Plan.

COVERED CHARGES

If a Covered Person incurs Covered Medical Expenses as the result of an Illness or Injury, all treatment is subject to benefit payment provisions shown in the Schedule of Benefits and as determined elsewhere in this document.

HOSPITALS, AMBULATORY SURGERY CENTERS AND OTHER FACILITIES

Facilities do not participate in the PPO Network. Charges for services rendered in these Facilities will be evaluated under the Claim Review and Audit Program, and Covered Charges will be determined based upon the Allowable Claim Limits. Please refer to the Claim Review and Audit Program section for additional information about the program and Allowable Claim Limits.

PHYSICIANS AND ALL OTHER COVERED PROVIDERS

Network Services (PPO): Network Services (PPO) are health care services provided by a Physician or other Provider in the designated PPO with which the Plan has contracted to provide services at specified fees. Network Covered Charges will be payable at the PPO benefit level.

This Plan may use Allowable Claim Limits to determine Covered Charges in lieu of a PPO discount.

Out-Of-Network Services (Non-PPO): Out-of-Network Services (Non-PPO) are health care services provided by a Physician or other Provider that is not in the Plan's designated PPO Network. Out-of-Network Covered Charges will be payable at the Non-PPO benefit level unless the Plan has a direct contract for discounting fees with an Out-of-Network Provider or Out-of-Network services are listed as a PPO benefit exception in the Schedule of Benefits, in which case, the PPO benefit level will apply.

HOSPITAL OR MEDICAL FACILITY FEES/PHYSICIAN FEES

The total cost for many medical services/procedures may be comprised of several components: Hospital or other medical Facility fees and Physician fees.

Hospital or Medical Facility Fees: The Hospital or medical Facility fees cover the cost of providing room and board and/or technicians, equipment, supplies and miscellaneous expenses involved in the care and treatment of a patient. Medical service fees billed by a Provider billing as a Facility may be separate from medical services billed by a Physician.

Physician Fees: The Physician fees cover the cost of medical services/procedures provided by a Physician or the professional fees billed by a Physician for the supervision, interpretation and consultation involved in the care and treatment of a patient. Each fee may be billed separately by the Physician providing the service.

SELECT DIAGNOSTIC MEDICAL PROCEDURES

The following is a list of Select Diagnostic Medical Procedures that may be performed in a Physician's office, the Outpatient department of a Hospital, freestanding center or an independent Facility. Benefits are available under the Plan as specified in the Schedule of Benefits:

1. Bone scan – Specialized x-ray of bone tissues using radioactive injection if more sensitive to bone irregularities than usual x-rays:
 - a. Limited area;
 - b. Multiple areas;
 - c. Whole body;
 - d. With vascular flow only;
 - e. Three phase technique; or
 - f. Tomographic (SPECT).
2. Cardiac stress test:
 - a. Thallium – Use of radioactive dye to define areas of decreased blood flow in vessels of the heart while the patient exercises.
 - b. Treadmill – Reading of the electrical patterns of the heart (EKG) while the patient exercises on a treadmill.
3. MCG – Myocardial imaging by magnetocardiography.
4. CT Scan – Computerized x-ray picture of a part of the body.
5. MRI (Magnetic Resonance Imaging) and MRA (Magnetic Resonance Angiography) – Diagnostic imaging modality that uses magnetic and radio frequency fields to image body tissue non-invasively.
6. PET Scan (Positron Emission Tomography) – A three-dimensional imaging technique that allows visual examination of the internal organs and illustrates organ function.
7. Ultrasound, Echography and Sonography – The use of inaudible sound waves to outline the shape of organs and tissues in the body. A sonogram during Pregnancy is not considered a Select Diagnostic Medical Procedure and is payable under the Plan's Lab/X-ray Benefit.
8. Myelogram – x-ray of the spine after injection of a contrast medium (dye) into a space in the spinal canal.
9. Aortography, Angiography, Lymphangiography, Venography, Transcatheter, Transluminal Atherectomy and Diskography.
10. Nuclear medicine scans.

CALENDAR YEAR MAXIMUM BENEFIT

The Maximum Amount payable for Covered Expenses during a Calendar Year Benefit Period for each Covered Person is limited to a specific dollar amount, number of days or visits as specified in the Schedule of Benefits. The Calendar Year is from January 1 through December 31 of the same year. The initial Calendar Year Benefit Period is from a Covered Person's effective date through December 31 of the same year. Level I and Level II (PPO and Non-PPO) Covered Charges are combined to determine if a Lifetime Maximum Benefit has been met.

CONTINUITY OF CARE

In the event a Participant is a continuing care patient receiving a course of treatment from a Provider which is In-Network or otherwise has a contractual relationship with the Plan governing such care and that contractual relationship is terminated, not renewed, or otherwise ends for any reason other than the Provider's failure to meet applicable quality standards or for fraud, the Participant shall have the following rights to continuation of care.

The Plan shall notify the Participant in a timely manner after termination that the Provider's contractual relationship with the Plan has terminated, and that the Participant has rights to elect continued transitional care from the Provider. If the Participant elects in writing to receive continued transitional care, Plan benefits will apply under the same terms and conditions as would be applicable had the termination not occurred, beginning on the date the Plan's notice of termination is provided and ending ninety (90) days later or when the Participant ceases to be a continuing care patient, whichever is sooner.

For purposes of this provision, "continuing care patient" means an individual who is:

- Undergoing a course of treatment for a serious and complex condition from a specific Provider;

- Undergoing a course of institutional or Inpatient care from a specific Provider;
- Scheduled to undergo non-elective surgery from a specific Provider, including receipt of postoperative care with respect to the surgery;
- Pregnant and undergoing a course of treatment for the Pregnancy from a specific Provider; or
- Determined (or was determined) to be terminally ill and is receiving treatment for such Illness from a specific Provider.

Note that during continuation, Plan benefits will be processed as if the termination had not occurred; however, the Provider may be free to pursue the Participant for any amounts above the Plan's benefit amount.

CHARGES RELATED TO ACCIDENTAL INJURIES

Prior to obtaining Accident details, the Maximum Benefit payable on charges arising from an Accidental Injury is \$500. Once charges for the same related Claim equal or exceed \$500, charges will be denied until expenses are determined to be an eligible benefit under this Plan.

TRADITIONAL PLAN

DEDUCTIBLE AMOUNT (LEVEL I and LEVEL II)

The Deductible amount for each Covered Person is the amount of Covered Expenses which must be incurred each Calendar Year before benefits are payable for Covered Medical Expenses incurred during the remainder of that year. It is the amount shown in the Schedule of Benefits as the Calendar Year Deductible. There is no Deductible carryover from one Calendar Year to the next for Covered Charges incurred and applied to the Deductible in the last three (3) months of a Calendar Year. Level I Covered Charges and Level II PPO and Non-PPO Covered Charges are combined to satisfy the Plan Calendar Year Deductible.

DEDUCTIBLE FAMILY LIMIT (LEVEL I and LEVEL II)

The Maximum Deductible amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively) three (3) Family members have each satisfied their Deductible in the same Calendar Year, no further Deductibles will be applied to Covered Medical Expenses for any covered Family member during the remainder of that Calendar Year. To satisfy the Deductible Family Limit, each covered Family member can contribute no more than his/her own individual Deductible.

COINSURANCE

Coinsurance is the portion of Covered Medical Expenses shared by the Plan and the Covered Person in a specific ratio (i.e., 80%/20%) after the Calendar Year Deductible has been satisfied. The amount of Coinsurance paid by the Covered Person is applied to satisfy the Covered Person's Annual Out-of-Pocket Maximum.

ANNUAL OUT-OF-POCKET MAXIMUM (LEVEL I and LEVEL II)

The Annual Out-of-Pocket Maximum does not include expenses which are in excess of the Allowable Claim Limits (please refer to the Claim Review and Audit Program section for additional information regarding Allowable Claim Limits). The Annual Out-of-Pocket Maximum is the maximum dollar amount a Covered Person will pay for Covered Medical Expenses each Calendar Year including the Deductible and Medical Copays. Level I Covered Charges and Level II PPO and Non-PPO Covered Charges are combined to satisfy the Annual Out-of-Pocket Maximum. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical Expenses are payable at 100% for the remainder of the Calendar Year, excluding:

- Prescription Copays (subject to separate Prescription Drug Annual Out-of-Pocket Maximum);
- Any Covered Charges already paid at 100% in any one (1) Calendar Year period, unless otherwise specified in the Schedule of Benefits; and
- Charges in excess of Usual and Customary, Allowable Claim Limits, or charges for services that do not meet the Plan's definition of Reasonable.

ANNUAL OUT-OF-POCKET MAXIMUM FAMILY LIMIT (LEVEL I and LEVEL II)

The Annual Out-of-Pocket Maximum Family Limit is met when all covered Family members (collectively) incur the amount shown in the Schedule of Benefits as the Annual Out-of-Pocket Maximum Family Limit. To satisfy the Family Limit, each Covered Family member can contribute no more than his/her own individual Annual Out-of-Pocket Maximum.

OFFICE VISIT COPAY (PER VISIT)

The Office Visit Copay is the portion of Covered Medical Expenses, a flat dollar amount, payable by the Covered Person for Covered Charges provided by and billed by the Physician at the time of each Physician Office Visit. Whenever an Office Visit Copay applies, the Calendar Year Deductible is waived for that visit except for office procedures listed in the Schedule of Benefits which are not subject to the Office Visit Copay. The Office Visit Copay cannot be used to satisfy the Calendar Year Deductible but will apply to satisfy the Annual Out-of-Pocket Maximum.

Office Visit Copays for a Primary Care Physician and a Specialist are specified in the Schedule of Benefits. A referral from a Primary Care Physician to a Specialist is not required.

HIGH DEDUCTIBLE HEALTH PLAN**DEDUCTIBLE AMOUNT (LEVEL I and LEVEL II)**

The Deductible amount for each Covered Person is the amount of Covered Medical and Prescription Drug Expenses which must be incurred each Calendar Year before benefits are payable for Covered Medical and Prescription Drug Expenses incurred during the remainder of that Calendar Year. It is the amount shown in the Schedule of Benefits as the Calendar Year Deductible. There is no Deductible carryover from one Calendar Year to the next for Covered Charges incurred and applied to the Deductible in the last three (3) months of a Calendar Year. Level I Covered Charges, Level II PPO/Non-PPO Covered Charges and Covered Prescription Drug Expenses are combined to satisfy the Calendar Year Deductible.

DEDUCTIBLE FAMILY LIMIT (LEVEL I and LEVEL II)

The Maximum Deductible amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Deductible Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively), no further Deductibles will be applied to Covered Medical Expenses for any covered Family member during the remainder of that Calendar Year. To satisfy the Deductible Family Limit, each covered Family member can contribute no more than his/her own individual Deductible.

ANNUAL OUT-OF-POCKET MAXIMUM (LEVEL I and LEVEL II)

The Annual Out-of-Pocket Maximum does not include expenses which are in excess of the Allowable Claim Limits (please refer to the Claim Review and Audit Program section for additional information regarding Allowable Claim Limits). The Annual Out-of-Pocket Maximum is the maximum dollar amount a Covered Person will pay for Covered Medical and Prescription Drug Expenses each Calendar Year including the Deductible.

Level I Covered Charges, Level II PPO/Non-PPO Covered Charges and Covered Prescription Drug Expenses are combined to satisfy the Level I/Level II PPO/Non-PPO Annual Out-of-Pocket Maximum. Upon reaching the Annual Out-of-Pocket Maximum, Covered Medical and Prescription Drug Expenses are payable at 100% for the remainder of the Calendar Year, excluding:

- Any Covered Charges already paid at 100% in any one (1) Calendar Year period, unless otherwise specified in the Schedule of Benefits; and
- Charges in excess of Usual and Customary, Allowable Claim Limits or charges for services that do not meet the Plan's definition of Reasonable.

ANNUAL OUT-OF-POCKET MAXIMUM FAMILY LIMIT (LEVEL I and LEVEL II)

The maximum Annual Out-of-Pocket amounts to be applied each Calendar Year to a Covered Employee and his/her covered Dependents will not be more than the Annual Out-of-Pocket Maximum Family Limit shown in the Schedule of Benefits. As soon as that limit is met (collectively) no further Out-of-Pocket amounts will be applied to Covered Medical and Prescription Drug Expenses during the remainder of that Calendar Year. To satisfy the Family Limit, each Covered Family member can contribute no more than his/her own individual Annual Out-of-Pocket Maximum.

MAJOR MEDICAL EXPENSE BENEFITS

The following are Covered Medical Expenses under this Plan, unless specifically excluded under the Major Medical Plan Exclusions and Limitations. Benefits for these Covered Expenses will be payable as shown in the Schedule of Benefits. Charges are subject to the Reasonable and Usual and Customary amount, the Allowable Claim Limits under the Claim Review and Audit Program and/or the negotiated fee schedule of the Preferred Provider Organization (PPO).

Covered Medical Expenses are subject to any Maximum Benefit and/or limitation specified in the Schedule of Benefits.

Admit Kits. The charges for Hospital “admit kits.”

Allergy Testing, Allergy Injections and Allergy Serums. The charges for allergy testing, allergy injections, allergy serums and treatment.

Ambulance Services. The charges for professional licensed ambulance service as follows:

1. Ground transportation when Medically Necessary and used locally to or from the nearest Facility qualified to render treatment;
2. Air ambulance where air transportation is medically indicated to transport a Covered Person to the nearest Facility qualified to render treatment (excluding commercial flights); or
3. “CARE” and “LIFE” flights in a life-threatening situation.

Ambulatory Surgery Center. The charges made by an Ambulatory Surgery Center.

Anesthesia. The charges for the cost and administration of an Anesthesia and/or anesthetic.

Assistant Surgeon. The charges for services of an assistant surgeon and/or Licensed Surgical Assistant when such a Provider is required to render technical assistance at an operation. The Covered Expense for such services shall be limited to 25% of the allowable surgical fee. See definition of Practitioner for covered Providers.

Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD). The charges for the diagnosis and treatment of Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD) with the exclusion of charges for education and training.

Audiologist. The charges of an Audiologist under direct supervision of a Physician for treatment of a hearing loss or an impaired hearing function.

Autism Spectrum Disorder. The charges for treatment of Autism Spectrum Disorder, not subject to the Plan’s internal Therapy Maximums. Treatment includes all generally recognized services prescribed in relation to Autism Spectrum Disorder by the patient’s Physician. “Generally recognized services” may include services such as evaluation and assessment, Applied Behavior Analysis (ABA) Therapy, behavior training and management, Speech Therapy, Occupational Therapy, Physical Therapy and medications or nutritional supplements used to address symptoms of Autism Spectrum Disorder.

Birthing Center. The charges incurred for services in a Birthing Center.

Blood or Blood Components. The charges for the processing and administration of blood or blood components, but not for the cost of the actual blood or blood components if the Facility receives any replacement of blood used for which the patient is not financially responsible.

Breast Reduction (Reduction Mammoplasty). The charges for a reduction mammoplasty, if Medically Necessary.

Cardiac Rehabilitation. The charges for cardiac rehabilitation as deemed Medically Necessary provided services are rendered:

1. Under the supervision of a Physician;
2. In connection with a myocardial infarction, coronary occlusion or coronary bypass Surgery;
3. Initiated within twelve (12) weeks after other treatment for the medical condition ends; and
4. In a Facility whose primary purpose is to provide medical care for an Illness or Injury.

Chemotherapy. The charges for chemotherapy.

Chiropractic Services. The charges for Chiropractic Services, to include x-rays.

Clinical and Pathological Laboratory Tests. The charges for clinical and pathological laboratory tests and examinations including fees for professional interpretation of their results.

Clinical Trials (Routine Patient Costs). Benefits are provided to Qualified Individuals for the Routine Patient Costs of items and services furnished in connection with participation in an Approved Clinical Trial. Routine Patient Costs include all items and services consistent with the coverage provided under this Plan that are typically covered for a Qualified Individual who is not enrolled in a clinical trial. Routine Patient Costs do not include:

1. The Investigational item, device, or service, itself;
2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

If one or more Participating Providers is participating in a clinical trial, the Plan may require that a Qualified Individual participate in the trial through such a Participating Provider if the Provider will accept the individual as a participant in the trial.

Approved Clinical Trial is a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and that is described in any of the following:

1. Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
 - a. The National Institutes of Health.
 - b. The Centers for Disease Control and Prevention.
 - c. The Agency for Health Care Research and Quality.
 - d. The Centers for Medicare & Medicaid Services.
 - e. A cooperative group or center of any of the entities described in (a) through (d) above or the Department of Defense or the Department of Veterans Affairs.
 - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
 - g. The Department of Veterans Affairs, the Department of Defense, or the Department of Energy, if the study or investigation has been reviewed and approved through a system of peer review that the Secretary determines:
 - i. to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health; and
 - ii. assures unbiased review of the highest scientific standards by Qualified Individuals who have no interest in the outcome of the review; or
2. The study or investigation is conducted under an Investigational new Drug application reviewed by the Food and Drug Administration; or

3. The study or investigation is a Drug trial that is exempt from having such an Investigational new Drug application.

A Qualified Individual must meet the following conditions:

1. The individual must be eligible to participate in an Approved Clinical Trial according to the trial protocol with respect to treatment of cancer or other life-threatening condition; and
2. Either:
 - a. The referring health care professional is a Participating Provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1); or
 - b. The individual provides medical and scientific information establishing that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (1).

A *life-threatening condition* means any Disease or condition from which the likelihood of death is probable unless the course of the Disease or condition is interrupted.

Complementary/ Alternative Medicine including Acupuncture, Therapeutic Massage, Nutrition Therapy, Rolfing and Naturopathy Care. The charges for complementary/alternative medicine including Acupuncture, therapeutic massage, nutrition therapy, rolfing and naturopathy care.

Contraceptives. The charges for all FDA approved women's contraceptive methods.

Corneal Transplants. The charges for services and supplies in connection with corneal transplants on the same basis as any other illness.

Cosmetic Surgery. The charges for Cosmetic Surgery only in the following situations:

1. Reconstructive Surgery as a result of an accidental bodily Injury;
2. The surgical correction required as a result of a congenital Disease or Congenital Anomaly;
3. Reconstructive Surgery following neoplastic (cancer) Surgery;
4. Reconstruction of the breast on which a mastectomy has been performed;
5. Surgery and reconstruction of the other breast to produce symmetrical appearance;
6. Coverage for prostheses and physical complications related to all stages of covered mastectomy including lymphedema, in a manner determined in consultation with the attending Physician and patient; and
7. Removal of breast implants if deemed to be Medically Necessary and reconstructive breast Surgery after implant removal. Breast reconstruction is not covered if the original implants were for cosmetic reasons. However, the removal of the implant is covered, if Medically Necessary, even if the original implant was for cosmetic reasons.

NOTE: The Plan's breast reconstruction Surgery benefits are subject to the requirements of the mastectomy provision of the Women's Health and Cancer Rights Act of 1998.

Custom Bras for Prostheses. The charges for custom bras for prostheses following a mastectomy, limited to six (6) per Calendar Year.

Dental Expenses and Oral Surgery Procedures. The charges for the following Dental expenses and Oral Surgery procedures:

1. Excision of impacted or partially impacted teeth;
2. Cutting procedures in the oral cavity for excision of tumors and cysts of the jawbone;
3. External incision and drainage of cellulitis;
4. Open or closed reduction of a fracture or dislocation of the jaw; and
5. Treatment necessitated by Accidental Injury to sound natural teeth if services are performed within one (1) year from the date of the Accident.

If Medically Necessary for Dental work or Oral Surgery to be performed at an Outpatient Facility or Hospital, only the Facility and related anesthesia fees are Covered Charges.

Diabetic Supplies. The charges for glucometers and insulin pumps and insulin pump supplies when ordered by a Physician. The charges for insulin, insulin syringes, insulin pump supplies, test strips and lancets on prescription are covered by the Prescription Drug Card or Mail Order Service.

Diabetic Training. The charges for diabetic self-management medical and nutritional training for diagnosed cases of diabetes rendered by a licensed Practitioner when recommended as a course of treatment by a Physician.

Diagnostic Tests. The charges for electrocardiograms, electroencephalograms, pneumoencephalograms, basal metabolism tests, or similar well established diagnostic tests generally approved by Physicians throughout the United States.

Diagnostic X-Rays. The charges for radiation services including diagnostic x-rays and interpretation.

Dialysis. The charges for dialysis. Dialysis charges may be subject to Medicare rules and reimbursement rates.

Dietitian. The charges for services of a licensed Dietitian when recommended by a licensed MD or DO except for services which are otherwise excluded by the Plan.

Drugs. The charges for Drugs requiring the written prescription of a licensed Physician; such Drugs must be Medically Necessary for the treatment of an Illness or Injury. See Prescription Drug Plan section. Prescription Drugs are covered by the Prescription Drug Card, Mail Order Service, or Specialty Pharmacy and not payable under Major Medical Expense Benefits.

Durable Medical Equipment. The charges for rental or purchase of a wheelchair, Hospital bed and other Durable Medical Equipment prescribed by a Physician and required for therapeutic use, whichever is most cost effective. Benefits will be provided for the repair, adjustment or replacement of purchased Durable Medical Equipment or components only within a reasonable time period of purchase subject to the life expectancy of the equipment.

Elastic/Surgical Stockings. The charges for elastic/surgical stockings when ordered by a Physician, limited to three (3) pairs per Calendar Year.

Genetic Testing. The charges for genetic testing, if Medically Necessary and indicated under nationally accepted guidelines, and genetic testing as required under Preventive Services.

Group Therapy. The charges for group therapy for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse.

Hearing Exam and Aids/Devices. The charges for an Annual routine hearing examination and charges for hearing aids, as specified in the Schedule of Benefits.

Hearing Screening. The charges for hearing screening as required for Preventive Care for Children.

Heart Valve Replacements. The charges for heart valve replacements on the same basis as any other Illness.

Home Health Care. The charges by a Home Health Care Agency for care for a Homebound patient in accordance with a Home Health Care Plan. Home Health Care Visit means a visit by a member of a home health care team. Each visit that lasts for a period of four (4) hours or less is treated as one (1) home health care visit. If the visit exceeds four (4) hours, each period of four (4) hours is treated as one (1) visit and any part of a four (4) hour period that remains is treated as one (1) home health care visit.

Home Health Care Plan Covered Services and Supplies are limited to:

1. Part-time or intermittent nursing care visits by a Registered Nurse (RN), a Licensed Practical Nurse (LPN), a Licensed Vocational Nurse (LVN), or Public Health Nurse who is under the direct supervision of a Registered Nurse (RN);
2. Part-time or intermittent Home Health Aide services which consist primarily of caring for the patient;
3. Physical, Occupational, Speech and respiratory Therapy services by licensed therapists;
4. Services of a Licensed Clinical Social Worker (LCSW); and
5. Medical supplies, Drugs and medications prescribed by a Physician, and laboratory services provided by or on behalf of a Hospital, but only to the extent that they would have been covered under this Plan if the patient had remained in the Hospital. **NOTE:** Home Infusion Therapy is a separate benefit and charges are not considered under Home Health Care.

Home Infusion Therapy. The charges for Home Infusion Therapy by a licensed Provider to include intravenous infusion or injection of fluids, nutrition or medication furnished in the home setting.

The purpose of this Site of Care Policy is to ensure that patients receive infused/injectable drugs administered by healthcare professionals in the most cost-effective and clinically appropriate setting. By identifying and promoting settings with the lowest administration fees for infused drugs, this policy aims to optimize healthcare resources and minimize financial burden on patients and payers.

This policy applies to all specialty infused/injected drugs. Medication must meet applicable medical necessity criteria for coverage. When coverage criteria are met, the Plan requires that this policy is followed. It encompasses drugs administered in outpatient settings, including but not limited to hospitals, physician offices, infusion centers, and patients' homes.

Cost-Effective Site Selection: This Plan limits payments for infused and injectable drugs to the lowest net cost of treatment based on available sites of care with the same level of clinical appropriateness and efficacy.

NOTE: Though ideally healthcare providers should educate patients about the cost implications of different drug infusion or injection settings, many do not, so in order for patients to obtain optimal benefits from this Plan, patients are encouraged to become actively involved in the decision-making process regarding the site of care for infused/injected drugs. This Plan urges its participants to speak with their medical providers about the site of care for their infused or injectable drugs, and to ask their medical providers whether the site of care that the provider has chosen is the most cost-effective at the same level of efficacy, or if there are lower-cost alternatives such as a physician office, ambulatory infusion suite, or a home-based setting.

Hospice Care. The charges relating to Hospice care provided that the Covered Person has a life expectancy of six (6) months or less. Covered Hospice expenses are limited to:

1. Room and Board for confinement in a Hospice;
2. Ancillary charges furnished by the Hospice while the Covered Person is confined therein, including rental of Durable Medical Equipment which is used solely for treating an Injury or Illness;
3. Medical supplies, Drugs and medicines prescribed by the attending Physician, but only to the extent such items are necessary for pain control and management of the terminal condition;
4. Physician services and/or nursing care by a Registered Nurse (RN), a Licensed Practical Nurse (LPN) or a Licensed Vocational Nurse (LVN);
5. Home health aide services;
6. Charges for home care furnished by a Hospital or Home Health Care Agency, under the direction of a Hospice, including Custodial Care if it is provided during a regular visit by a Registered Nurse (RN), a Licensed Practical Nurse (LPN), a Licensed Vocational Nurse (LVN) or a home health aide;
7. Medical social services by licensed or trained social workers, psychologists or counselors;
8. Nutrition services provided by a licensed Dietitian; and
9. Bereavement counseling.

Hospital. The charges for:

1. The actual Room and Board expenses incurred for confinement in a regular Hospital room;
2. The actual expense incurred for confinement in an Intensive Care Unit, a Cardiac Care Unit or Burn Unit;
3. Miscellaneous Hospital services and supplies during Hospital confinement;
4. Inpatient Charges for nursery Room and Board;
5. Outpatient Hospital services and supplies; and
6. Hospital Emergency Room services and supplies.

Immunizations. The charges for Immunizations and vaccinations to include complications incurred as a result of such Immunizations.

Independent Freestanding Emergency Department. The charges for an Independent Freestanding Emergency Department and for services rendered therein.

Infertility. The charges for diagnostic testing for the initial diagnosis of infertility. Also covered are the charges for Surgery to treat the underlying cause of infertility.

Infusion Therapy. The charges for infusion therapy.

The purpose of this Site of Care Policy is to ensure that patients receive infused/injectable drugs administered by healthcare professionals in the most cost-effective and clinically appropriate setting. By identifying and promoting settings with the lowest administration fees for infused drugs, this policy aims to optimize healthcare resources and minimize financial burden on patients and payers.

This policy applies to all specialty infused/injected drugs. Medication must meet applicable medical necessity criteria for coverage. When coverage criteria are met, the Plan requires that this policy is followed. It encompasses drugs administered in outpatient settings, including but not limited to hospitals, physician offices, infusion centers, and patients' homes.

Cost-Effective Site Selection: This Plan limits payments for infused and injectable drugs to the lowest net cost of treatment based on available sites of care with the same level of clinical appropriateness and efficacy.

NOTE: Though ideally healthcare providers should educate patients about the cost implications of different drug infusion or injection settings, many do not, so in order for patients to obtain optimal benefits from this Plan, patients are encouraged to become actively involved in the decision-making process regarding the site of care for infused/injected drugs. This Plan urges its participants to speak with their medical providers about the site of care for their infused or injectable drugs, and to ask their medical providers whether the site of care that the provider has chosen is the most cost-effective at the same level of efficacy, or if there are lower-cost alternatives such as a physician office, ambulatory infusion suite, or a home-based setting.

Maternity Care. The charges for maternity care, on the same basis as any Illness covered under this Plan for Covered Employees and covered Dependents. Plan coverage for a Hospital stay in connection with childbirth for both the mother and the newborn Child will be no less than: forty-eight (48) hours following a normal vaginal delivery, or ninety-six (96) hours following a cesarean section, unless a shorter stay is agreed to by both the mother and her attending Physician.

Medical Services Outside the United States. The charges for medical services incurred outside the United States and its territories provided that:

1. Treatment is a result of a Medical Emergency, and services are Medically Necessary and recognized as usual treatment for that condition;

2. Medical expenses are considered Reasonable and Usual and Customary based on the nearest U.S. geographic location to point of service;
3. Procedures are approved by the AMA;
4. All usual Plan provisions, Maximum Benefits, exclusions and limitations apply;
5. Expenses must be filed in U.S. dollar amounts;
6. Services must be translated into English; and
7. Benefits may not be assigned to a Provider.

Medical Supplies. The charges for dressings, sutures, casts, splints, trusses, crutches, braces (except dental braces), Corrective Shoes and other necessary medical supplies.

Mental Disorders, Chemical Dependency, Drug and Substance Abuse. The charges for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse to include Inpatient, Outpatient Psychiatric Day Treatment Facility, Outpatient Chemical Dependency/Drug Treatment Facility, Outpatient therapy and Office Visit expenses. Benefits for Mental Disorders are subject to the provisions of the Mental Health Parity Act and any related amendments.

Midwife. The charges for the services of a Certified Nurse Midwife (CNM).

Morbid Obesity. The charges for the treatment of Morbid Obesity only when the treatment meets Utilization Review's criteria for Medical Necessity to include surgical treatment, non-surgical treatment and complications from such treatment.

Multiple Surgical Procedures. The charges for multiple Surgical Procedures when two (2) or more procedures are performed during the same operation. The Covered Expenses are as follows:

1. When multiple or bilateral Surgical Procedures that increase the time and amount of patient care are performed, the Covered Expense is the allowable fee for the major procedure plus 50% of the allowable fee for each of the lesser ones or the actual fee charged, whichever is less. This provision will not apply to those procedures which are not subject to the Multiple Procedures Reduction Rules per Medicare; and
2. When an incidental procedure is performed through the same incision, the Covered Expense is the fee for the major Surgical Procedure only. Examples of incidental procedures are: excision of a scar, appendectomy, lysis of adhesions, etc.

Nerve Stimulators. The charges for nerve stimulators and TENS units.

Occupational Therapy. The charges for Occupational Therapy for treatment rendered by a licensed Occupational Therapist under supervision of a Physician at a Facility whose primary purpose is to provide medical care for an Injury or Illness.

Organ and Tissue Transplants. The charges related to or in connection with human Organ and Tissue Transplants and organ Donor expenses will be considered first by the Employer's fully-insured Organ and Tissue Transplant Policy as the Primary payer. Such insurance policy will be referred to as the "Organ Transplant Policy" throughout this Plan Document. If charges related to human organ and tissue transplants and organ Donor expenses incurred by a Covered Person on this Plan are not covered by the Employer's fully-insured Organ Transplant Policy, the charges will be considered by this Plan. See Coordination With Organ Transplant Policy section. Covered Charges will be payable based on the information shown in the Organ Transplant Policy section. All charges are subject to the Eligibility provisions of this Plan at the time care and services are provided.

Orthotic Devices. The charges for Orthotic Devices when Medically Necessary and prescribed by a Physician or licensed Practitioner, medically designed for a given patient and used to support, align, prevent or correct deformities or to improve the function of movable parts of the body.

Oxygen. The charges for oxygen and other gases and their administration.

Phenylketonuria. The charges for formulas necessary for the treatment of phenylketonuria or other heritable Diseases. The benefits will be paid on the same basis that benefits would be paid for Drugs ordered by a Physician. Phenylketonuria means an inherited condition that may cause severe intellectual disability if not treated.

Physical Therapy. The charges for Physical Therapy for the treatment or services rendered by a licensed Physical Therapist under direct supervision of a Physician at a Facility or institution whose primary purpose is to provide medical care for an Illness or Injury.

Physician. The charges for the services of a legally qualified Physician for medical care and/or surgical treatment including Office Visits, home visits, Hospital Inpatient care, Hospital Outpatient visits/exams, clinic care and second/third opinion consultations.

Prosthetics. The charges for Prosthetics including artificial limbs and eyes to replace natural limbs and eyes and other necessary prosthetic devices, but not the replacement thereof, unless the replacement is necessary because of physiological changes.

Psychological Testing. The charges for psychological testing.

Radiation Therapy. The charges for radiation therapy.

Recurro Health Telehealth. The charges for Virtual Urgent Care and Virtual Primary Care/Virtual Mental Health Services consultation (telephone or online) with a Physician and/or other Provider through Recuro Health Telehealth.

To contact Recuro Health Telehealth call (844) 715-1724, or access their webpage at www.member.recurrohealth.com for additional information.

Telehealth services not Incurred through Recuro Health Telehealth will be a Covered Medical Service subject to the same deductible, copayment, or coinsurance requirements that apply to comparable health services provided in person.

Rehabilitation Facility. The charges incurred for rehabilitative and habilitative services and devices and/or confinement in a Rehabilitation Facility.

Residential Treatment Center. The charges for treatment of Mental Disorders, Chemical Dependency, Drug and Substance Abuse in a Residential Treatment Center.

Routine Newborn Care. The charges for Routine Newborn Care for a well newborn Child for Nursery Room and Board and routine Inpatient services required for the healthy newborn following birth. Covered Expenses will also include charges for pediatric services, newborn hearing exams and circumcision. Benefits will be payable from the date of birth until the date the mother is discharged. Covered Charges are subject to a separate Calendar Year Deductible and considered an expense of the Child.

Sales Tax. The applicable sales tax for covered services and supplies.

Second or Third Surgical Opinion. The charges incurred for a second or third surgical opinion when Surgery or other non-surgical treatment has been recommended.

Skilled Nursing Facility/Extended Care Facility. The charges incurred for confinement in a Skilled Nursing Facility/Extended Care Facility; however, the attending Physician must certify that confinement is Medically Necessary and only charges incurred in connection with care related to the Injury or Illness for which the Covered Person was Hospital confined will be eligible.

Sleep Disorders. The charges for the treatment of Sleep Disorders and sleep apnea to include sleep studies/diagnostic testing, Surgery, Facility, devices and equipment. However, Surgical Procedures to correct snoring are not covered.

Speech Language Pathologist/Speech Therapy. The charges of a legally qualified Speech Language Pathologist under direct supervision of a Physician for restorative Speech Therapy for speech loss or speech impairment due to an Illness, Injury or Congenital Anomaly or due to Surgery performed because of an Illness or Injury, other than a functional nervous disorder (i.e., stuttering, repetitive speech).

Sterilization. The charges for all FDA approved women's elective sterilization procedures. Also covered are the charges for elective vasectomies for Covered Employees, covered Dependent spouses and Domestic Partners.

Surgical Lens Implants. The charges for surgical lens implants for cataracts and other Diseases of the eye.

Surgical Procedure. The charges incurred for a Medically Necessary Surgical Procedure.

Telehealth. Charges for telephone or online consultations with a Physician and/or other Providers.

Telehealth/Telemedicine Consultations. The charges for a consultation (telephone or online) with a Physician and/or other Providers through the Plan's telehealth/telemedicine vendor(s), to include Virtual Emergent and Urgent Care and Virtual Primary Care/Virtual Mental Health Services.

Temporomandibular Joint (TMJ) Disorders and Orthognathic Disorders. The charges for medical treatment of Temporomandibular Joint (TMJ) Syndrome, orthognathic disorders (including Surgical and non-Surgical treatment) and related services to include the initial diagnostic visit, x-rays of the joint, injections into the joint and surgical repair of the temporomandibular joint, to exclude dental and orthodontic services.

Tobacco Use Screening/Cessation Intervention. The charges for tobacco use screening/cessation intervention.

Total Parenteral Nutrition (TPN). The charges for hyperalimentation or total parenteral nutrition (TPN) for persons recovering from or preparing for Surgery.

Urgent Care Facility (Minor Emergency Medical Clinic). The charges for an Urgent Care Facility and for services rendered therein.

Vision Screening. The charges for routine vision screening as required for Preventive Care for Children.

Wellness Procedures. The charges for covered wellness procedures listed as Preventive and Wellness Care Benefits.

MAJOR MEDICAL PLAN EXCLUSIONS AND LIMITATIONS

GENERAL EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to expenses incurred by all Covered Persons:

Abortion. Charges for services or supplies rendered to any Covered Employee or Dependent in connection with an elective abortion, unless the elective abortion is Medically Necessary and the life of the Covered Person would be endangered if the fetus were carried to term, or if Pregnancy was the result of a criminal act such as rape or incest, or if a fetal or chromosomal abnormality existed which was diagnosed prior to the abortion. Benefits for treatment of complications arising from, or as the result of, any elective abortion will be payable on the same basis as an Illness.

Adoption Fees. Charges for adoption fees.

Blood Procurement. Charges incurred for procurement and storage of one's own blood except for procurement and storage of one's own blood if obtained within three (3) months prior to a scheduled Surgery.

Botox. Charges for Botox injections unless Medically Necessary and not Cosmetic.

Chiropractic Maintenance Therapy. Charges for Chiropractic Services for maintenance therapy in accordance with Utilization Review's criteria for maintenance care.

Claim Received After Filing Deadline. Charges for a Claim received after twelve (12) months from the date the service was rendered.

Close Relative. Charges for treatment, services and supplies provided by a Close Relative of the Covered Person, as defined in this Plan.

Continuous Passive Motion Equipment. Charges for purchase or rental of Continuous Passive Motion (CPM) equipment, unless used for post surgical rehabilitation.

Cosmetic. Charges incurred in connection with the care or treatment of, or operations which are performed for, Cosmetic purposes of any kind, including treatment or Surgery for complications or correction of Cosmetic Surgery or treatment, *except* for Cosmetic Surgery procedures listed as covered in Major Medical Expense Benefits.

Counseling. Charges for marriage counseling and Family counseling.

Custodial Care. Charges for Custodial Care and maintenance care. Unless specifically mentioned otherwise, the Plan does not provide benefits for services and supplies intended primarily to maintain a level of physical or mental function.

Deductible/Coinsurance. Any portion of the billed charges for services or supplies which the Provider offers to waive, such as the portion which would not be paid by the Plan due to Deductible or Coinsurance provisions.

Dental. Charges incurred for treatment on or to the teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes; however, benefits will be payable for covered Oral Surgery procedures and treatment required because of Accidental Injury to sound natural teeth. This exception shall not in any event be deemed to include charges for treatment for the repair or replacement of a denture or bridgework. Injury to teeth from chewing or biting is not considered an Accidental Injury.

Education. Charges for education or training of any type including those for learning disabilities, except diabetic self-management medical training for diagnosed cases of diabetes and Applied Behavior Analysis (ABA) Therapy and/or behavior training for treatment of Autism Spectrum Disorder.

Excess. Charges that are not payable under the Plan due to application of any Plan maximum or limit or because the charges are in excess of the Usual and Customary amount, Allowable Claim Limits or are for services not deemed to be Reasonable or Medically Necessary, based upon the Plan Administrator's determination as set forth by and within the terms of this document.

Experimental. Charges for research studies and Experimental medical procedures, treatment, Drugs, devices and related services considered to be Experimental/Investigational in nature as defined in the Plan Definitions except clinical trials listed as covered in Major Medical Expense Benefits. The Claims Administrator retains the right to have such medical expenses reviewed by an independent panel of peer reviewers to determine whether such expenses are considered accepted, standard medical treatment or are Experimental/Investigational.

Experimental Transplants. Charges related to or in connection with Experimental Organ, Tissue and Bone Marrow Transplants including any animal organ transplants.

Fees. Charges for completion of form fees, missed appointment fees or late fees.

Foot Care. Charges for callus or corn paring or excision, toenail trimming, any manipulative procedure for weak or fallen arches, flat or pronated foot, foot strain, Orthopedic Shoes (unless attached to a brace), orthotic insoles or other devices for support of the feet, except for:

1. An open cutting operation for the treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions;
2. Removal of nail roots; or
3. Foot treatment required because of a metabolic or peripheral vascular Disease.

Gender Reassignment. Charges related to or in connection with gender reassignment procedures.

Government. Charges for Hospital confinement, medical or surgical services or other treatment furnished or paid for by or on behalf of the United States, or any State, province or other political subdivision unless there is an unconditional requirement to pay such charges whether or not there is insurance.

Hair Loss/Wigs. Charges for treatment of hair loss including wigs, hairpieces and hair transplants.

Home Health Care Plan Exclusions. Charges for:

1. Services and supplies not included in the Home Health Care Plan;
2. Services of a person who is a Close Relative of the Covered Person;
3. Services of any social worker unless designated LCSW;
4. Transportation services;
5. Food or home delivered meals; and
6. Custodial Care and housekeeping.

Hypnotherapy, Behavior Training and Biofeedback. Charges for hypnotherapy, Applied Behavior Analysis (ABA) Therapy and/or behavior training (except ABA Therapy and/or behavior training for treatment of Autism Spectrum Disorder) and biofeedback.

Illegal Acts. Charges for Injury or Illness incurred as a result of illegal acts involving violence or threat of violence to another person, or in which the Covered Person illegally used a firearm, explosive or other weapon likely to cause physical harm or death, whether or not the Covered Person was charged, convicted or received any type of fine, penalty, imprisonment or other sentence or punishment, unless such Injury is the result of a medical condition (either physical or mental) or is the result of the Covered Person being the victim of an act of domestic violence.

Illegal in the United States. Charges for any services or supplies not considered legal in the United States.

Incurred by Other Persons. Charges for expenses actually incurred by other persons.

Infertility. Charges related to or in connection with the treatment of infertility to include fertility studies, sterility studies, procedures to restore or enhance fertility (except Surgical Procedures to treat the underlying cause of infertility), artificial insemination or in-vitro fertilization or other similar procedures.

I.Q. Testing. Charges for I.Q. testing.

JCodes. *Certain prescription drugs (1) listed on the EPLS Appendix A drug exclusion list and (2) prescribed in an outpatient, office visit, or home setting are excluded under the Medical provisions of the Plan and may only be eligible for coverage under, and subject to, the terms of the EPLS JCode Program. This exclusion will not apply to High-Cost Prescription Drug and select injectable medications administered to a Covered Person while confined on an Inpatient basis, or while a Covered Person is receiving treatment from an ambulatory surgical center or an emergency room. As it relates to this benefit and the EPLS JCode Program, the term "Specialty (Prescription) Drug" means a high-cost drug subject to HCPCS Level II (JCode) billing codes listed in EPLS Appendix A. This list may not be all-inclusive and is subject to change. For the most current EPLS Appendix A drug exclusion list, please contact EPLS at 717-844-9030. The terms of the EPLS JCode Program include the processes and procedures issued by the Pharmacy Benefit Manager to administer Specialty Drugs.*

It is the Participant's responsibility to contact EPLS and satisfy the Plan's requirements for coverage. To begin the process or obtain an up-to-date formulary (Appendix A), contact EPLS at 717-844-9030.

Medicare. Charges for benefits that are provided, or which would have been provided had the Participant enrolled in, applied for, or maintained eligibility for such care and service benefits, under Title XVIII of the Federal Social Security Act of 1965 (Medicare), including any amendments thereto, or under any Federal law or regulation, except as provided in the sections entitled "Coordination of Benefits" and "Medicare."

Negligence. Charges for Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Provider.

Newborns of Dependent Children. Charges related to or in connection with newborns of Dependent Children, unless the newborn Child meets the definition of an Eligible Dependent.

Not Acceptable. Charges that are not accepted as standard practice by the AMA, ADA, or the FDA.

Not Certified/Authorized. Charges for treatment, services or supplies that are not certified by a Physician or Practitioner who is attending the Covered Person as being required for the treatment of Injury or Disease, and performed by an appropriate Practitioner.

Not Connected with Active Illness. Charges for hospitalization primarily for x-rays, laboratory tests, diagnostic study, physiotherapy, hydrotherapy, medical observation, convalescent or rest care, or any medical examination or test not connected with an active Illness or Injury, unless otherwise specified for Preventive and Wellness Care Benefits or otherwise specified as covered in this Plan.

Not Legally Obligated to Pay. Charges incurred for which the Covered Person, in the absence of this coverage, is not legally obligated to pay, or for which a charge would not ordinarily be made in the absence of this coverage.

Not Medically Necessary. Charges incurred in connection with services and supplies which are not Medically Necessary for treatment of an active Illness or Injury unless listed as Covered Wellness Procedures in the Preventive and Wellness section of the Schedule of Benefits or otherwise specified as covered in this Plan.

Not Rendered by/Provided under Supervision of Physician. Charges for Physicians' fees for any treatment which is not rendered by or provided under the supervision of a Physician.

Nutritional Supplements. Charges for nutritional supplements and related supplies, whether or not prescribed by a Physician. The Plan will consider charges for nutritional supplements, feeding tubes and

related supplies only if a Covered Person is unable to get nutrition by any other means and nutritional supplements for treatment of Autism Spectrum Disorder.

Occupational. Charges arising out of or in the course of any occupation for wage or profit, whether or not the Covered Person is entitled to benefits under any Workers' Compensation or Occupational Disease Law, or any such similar law.

Organ Transplant Policy. Charges for all transplant services covered under the Employer's fully-insured Organ Transplant Policy. See Organ Transplant Policy section.

Personal Convenience. Charges incurred for services or supplies which constitute personal comfort or beautification items, television or telephone use, or charges in connection with Custodial Care.

Portable Uterine Monitors. Charges for portable uterine monitors unless approved by Utilization Review and/or Case Management.

Prior to Coverage. Charges for services that are rendered or received prior to or after any period of coverage hereunder, except as specifically provided herein.

Prior to Effective Date. Charges incurred prior to the effective date of coverage under the Plan, or after coverage is terminated.

Private Duty Nursing. Charges for Private Duty Nursing except as payable under Home Health Care.

Provider Error. Charges for services required as a result of unreasonable Provider error.

Riot/Civil Insurrection. Charges resulting from or sustained as a result of participation in a riot or civil insurrection.

Self-inflicted. Charges incurred in connection with any self-inflicted Injury or Illness unless the Injury or Illness is a result of a medical condition (either physical or mental) or is the result of the Covered Person being the victim of an act of domestic violence.

Sexual Dysfunctions. Charges for treatment of sexual dysfunctions or inadequacies that do not have a physiological or organic basis.

Speech Therapy. Charges for Speech Therapy to correct pre-speech deficiencies or therapy to improve speech skills not fully developed unless related to an Illness or Injury.

Sterilization Reversal. Charges resulting from or in connection with the reversal of a sterilization procedure.

Subrogation, Reimbursement, and/or Third Party Responsibility. Charges for treatment of an Injury or Illness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.

Surrogate Fees. Charges for surrogate fees.

Travel Outside the United States. Charges incurred as the result of travel outside the United States or its territories specifically to receive medical treatment.

Vision Correction Surgery. Charges for any Surgical Procedure for the correction of a visual refractive problem including radial keratotomy, lasik or similar Surgical Procedures.

Vision Exam and Eyewear. Charges incurred in connection with routine vision exams or eye refractions, and the purchase or fitting of eyeglasses and contact lenses. This exclusion/limitation shall not apply to routine vision screenings as required for Preventive Care for Children or the initial purchase of eyeglasses or contact lenses following cataract Surgery.

War. Charges incurred as a result of war or any act of war, whether declared or undeclared, or caused during service in the armed forces of any country.

Weight Loss Programs. Charges for weight loss programs even when recommended by a Physician.

NOTE: With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being the victim of an act of domestic violence or a documented medical condition. To the extent consistent with applicable law, this exception will not require this Plan to provide particular benefits other than those provided under the terms of the Plan.

COORDINATION OF BENEFITS

The Coordination of Benefits provision is intended to prevent the payment of benefits which exceed Covered Expenses. It applies when the Plan Participant is also covered by another plan or plans. When more than one coverage exists, one plan (primary plan) normally pays its benefits in full and the other plans (secondary plans) pay a reduced benefit. This Plan may pay either its benefits in full or at a reduced amount which, when added to the benefits payable by the other plan or plans, will not exceed 100% of Allowable Expenses. Only the amount paid by this Plan will be charged against the Plan Benefit Maximums.

For organ and tissue transplants, see Coordination With Organ Transplant Policy section. The reduced Benefits payable under this Plan for organ and tissue transplants which, when added to the benefits payable by the Organ Transplant Policy, will not exceed benefits payable under this Plan, if this Plan were primary.

The Coordination of Benefits provision applies whether or not a Claim is filed under the other plan or plans. If needed, authorization must be given to this Plan to obtain information as to benefits or services available from the other plan or plans, or to recover overpayments.

All benefits contained in the Plan Document are subject to this provision except Prescription Drug expenses.

EXCESS INSURANCE

If at the time of Injury, Illness, Disease or disability there is available, or potentially available, any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage.

For purposes of this Coordination of Benefits provision, the term "plan" as used herein will mean any plan providing benefits or services for medical or dental treatment, and such benefits or services are provided by:

1. Group insurance or any other arrangement for coverage for Covered Persons in a group whether on an insured or uninsured basis, including but not limited to:
 - a. Hospital indemnity benefits; and
 - b. Hospital reimbursement-type plans which permit the Covered Person to elect indemnity at the time of Claims;
2. Hospital or medical service organizations on a group basis, group practice and other group pre-payment plans;
3. Hospital or medical service organizations on an individual basis having a provision similar in effect to this provision;
4. A Licensed Health Maintenance Organization (HMO);
5. Any Coverage for students which is sponsored by, or provided through, a school or other educational institution;
6. Any coverage under a governmental program, and any coverage required or provided by any statute;
7. Group automobile insurance;
8. Individual automobile insurance coverage on an automobile leased or owned by the Employer; or
9. Any individual automobile insurance, including No-Fault Automobile Insurance on an individual basis.

"Plan" will be construed separately with respect to each policy, contract, or other arrangement for benefits or services, and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other plans into consideration in determining its benefits and that portion which does not.

"Allowable Expense" is the Usual and Customary charge within Allowable Claim Limits for any Medically Necessary, Reasonable, eligible item of expense, at least a portion of which is covered under this Plan. When some other plan provides benefits in the form of services rather than cash payments, the Reasonable cash value of each service rendered, in the amount that would be payable in accordance with the terms of the Plan, shall be deemed to be the benefit. Benefits payable under any other plan include the benefits that would have been payable had Claim been duly made.

In the case of HMO (Health Maintenance Organization) plans, this Plan will not consider any charges in excess of what an HMO Provider has agreed to accept as payment in full. Further, when an HMO is primary and the Covered Person does not use an HMO Provider, this Plan will not consider as allowable expenses any charges that would have been covered by the HMO had the Covered Person used the services of an HMO Provider.

"Claim Determination Period" is a Calendar Year, a Plan Year or that portion of a Calendar or Plan Year during which the Covered Person, for whom Claim is made, has been covered under this Plan.

COORDINATION PROCEDURES

Notwithstanding the other provisions of this Plan, benefits that would be payable under this Plan will be reduced so that the sum of benefits payable under this Plan and all benefits payable under all other plans will not exceed the total of Allowable Expenses incurred during any Claim Determination Period with respect to Covered Persons eligible for:

1. Benefits, either as an insured person or Employee or as a Dependent, under any other plan which has no provision similar in effect to this provision.
2. Dependents' benefits under this Plan who are also eligible for benefits:
 - a. As an insured person or Employee under any other plan; or
 - b. As a Dependent Child of an insured person or Employee covered under any other plan.
3. A Covered Person under this Plan who is also eligible for benefits as an insured person or Employee under any other plan and has been covered continuously for a longer period of time under such other plan.

For the purpose of determining the applicability of and for implementing this provision or any provision of similar purpose in any other plan, the Plan Administrator may, without the consent of or notice to any person, release to or obtain from any other insurance company or other organization or person any information with respect to any person which the Plan Administrator deems to be necessary for such purposes. Any Covered Person claiming benefits under this Plan will furnish to the Plan Administrator such information as may be necessary to implement this provision or to determine its applicability.

ORDER OF BENEFIT DETERMINATION

Each plan makes its Claim payment according to where it falls in this order, if Medicare is not involved:

1. If a plan contains no provision for Coordination of Benefits, then it pays primary before all other plans.
2. The plan which covers the Covered Person as an Employee (or named insured) pays primary as though no other plan existed; remaining recognized charges are paid under a secondary plan which covers the Claimant as a dependent.
3. If the Covered Person is a Dependent Child:
 - a. Whichever parent has a birthday anniversary which occurs earlier in the Calendar Year shall be considered to have the primary plan;
 - b. If birthday anniversaries are the same, then the plan of the parent who has been covered under his/her plan for the longer period of time will be primary; and
 - c. If the plan with which this Plan is to be coordinated does not include the requirements shown above, then the plan without such requirements will be primary.

4. If the Covered Person is a Dependent Child and the parents are divorced, then:
 - a. The plan of the parent with custody pays first, unless a court order or decree specifies the other parent to have financial responsibility, in which case that parent's plan would pay first; or
 - b. The plan of a step-parent with whom the Child lives pays second (if applicable).
5. If the order set out in 1, 2, 3 or 4 above does not apply in a particular case, then the plan which has covered the Covered Person for the longest period of time will pay first.

FACILITY OF PAYMENT

Whenever payments which should have been made under this Plan in accordance with this provision have been made under any other plan or plans, the Plan Administrator will have the right, exercisable alone and in its sole discretion, to pay to any insurance company or other organization or person making such other payments any amounts it will determine in order to satisfy the intent of this provision, and amounts so paid will be deemed paid under this Plan and to the extent of such payments, the Plan Administrator will be fully discharged from liability under this Plan.

The benefits that are payable will be charged against any applicable Maximum payment or benefit of this Plan rather than the amount payable in the absence of this provision.

RIGHT OF RECOVERY

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan with respect to Allowable Expenses in a total amount, at any time, in excess of the Maximum Amount of payment necessary at that time to satisfy the intent of this Article, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such Allowable Expenses, and any future benefits payable to the Covered Person or his or her Dependents. **Please see the Recovery of Payments provision for more details.**

COORDINATION WITH ORGAN TRANSPLANT POLICY

Covered Persons who are eligible for the Employer's fully-insured Organ Transplant Policy will be entitled to benefits under this Plan only after consideration of transplant expenses by the Employer's Organ Transplant Policy. The Organ Transplant Policy is always the Primary payer and pays before any benefits under this Plan are considered unless the insured person is eligible for Medicare or is a Dependent covered by another employer's group plan. This Plan will always be the Secondary payer unless charges are not covered by the Organ Transplant Policy. This Plan may pay either its benefits in full or a reduced amount which, when added to the benefits payable by the Organ Transplant Policy, will not exceed the benefits payable under this Plan if this Plan were Primary. Only the amount paid by this Plan will be charged against the Plan Maximums. This Plan will fully coordinate its benefits, as Secondary payer, against the benefits provided under the above referenced transplant policy.

COORDINATION WITH MEDICARE

Notwithstanding all other provisions of this Plan, Covered Persons who are eligible for Medicare benefits may be entitled to benefits under this Plan which will be coordinated with Medicare in accordance with the Coordination of Benefits provision of this Plan and subject to the rules and regulations as specified by the Tax Equity and Fiscal Responsibility Act of 1982 as they may be amended from time to time. This Plan is

primary to Medicare coverage for all active Employees and Dependents (regardless of age) unless Medicare states otherwise for certain medical conditions. In the event that this Plan is secondary to Medicare, benefits payable under this Plan will be reduced by benefits that would be payable for the same services under Medicare Parts A and B whether or not the Covered Person is enrolled in Medicare Parts A and B.

COORDINATION WITH AUTOMOBILE INSURANCE COVERAGE

The Plan's liability for expenses arising out of an automobile Accident is based on the type of automobile insurance law enacted by the Covered Person's State. Nationally, there are three types of State automobile insurance laws:

1. No-Fault Automobile Insurance laws;
2. Financial responsibility laws; or
3. Other automobile liability insurance laws.

COORDINATION WITH AUTOMOBILE NO-FAULT COVERAGE

Except as required by law, the Plan is secondary to any No-Fault Automobile coverage. It is not intended to reduce the level of coverage that would otherwise be available through a No-Fault Automobile Insurance policy nor does it intend to be primary in order to reduce the premiums or cost of No-Fault Automobile coverage.

If the Covered Person or his/her covered Dependent incur Covered Charges as a result of an automobile Accident (either as driver, passenger or pedestrian), the amount of Covered Charges that the Plan will pay is limited to:

1. Any Deductible under the automobile coverage;
2. Any Copayment under the automobile coverage;
3. Any expense properly excluded by the automobile coverage that is a Covered Charge; and
4. Any expense that the Plan is required to pay by law.

An individual is considered to be covered under an automobile insurance policy if he/she is either:

1. An owner or principal named insured of the policy;
2. A Family member of a person insured under the policy; or
3. A person who would be eligible for medical expense benefits under an automobile insurance policy if this Plan did not exist.

COORDINATION WITH FINANCIAL RESPONSIBILITY LAW

The Plan is secondary to automobile coverage or to any other party who may be liable for the Covered Person's medical expenses resulting from the automobile Accident.

If the Covered Person's State has a "financial responsibility" law which does not allow the Plan to pay benefits as secondary or which does not allow the Plan to advance payments with the intent of subrogating or recovering the payment, the Plan will not pay any benefits related to an automobile Accident for the Covered Person or their Dependents.

COORDINATION WITH OTHER AUTOMOBILE LIABILITY INSURANCE

If the Covered Person's State does not have a No-Fault Automobile Insurance law or a "financial responsibility" law, this Plan is secondary to their automobile insurance coverage or to any other party who may be liable for the Covered Person's medical expenses resulting from the automobile Accident.

COORDINATION WITH UNDERINSURED/UNINSURED MOTORIST COVERAGE

If the Covered Person is involved in an automobile Accident and, as a result of the Accident, the Plan pays benefits, and if the Covered Person receives a settlement from their underinsured or uninsured motorist policy, the Plan is entitled to receive, from the proceeds of the settlement with the underinsured or uninsured motorist coverage, the expenses of the Plan. The Plan is not entitled to receive any recovery that is in excess of its expenses. The Plan agrees to payment of benefits prior to the receipt by the Covered Person of any recovery from their underinsured or uninsured motorist policy. The Covered Person agrees to notify the Plan of the existence of a recovery from an underinsured or uninsured motorist policy and further agrees to remit to the Plan the proceeds of any recovery received from an underinsured or uninsured motorist policy up to the expenditures made by the Plan. Any expenses by the Plan which are in excess of the proceeds received by the underinsured/uninsured motorist policy will be the responsibility of the Plan pursuant to the terms and conditions of the Plan.

SUBROGATION AND REIMBURSEMENT PROVISIONS

PAYMENT CONDITION

1. The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, Illness or disability is caused in whole or in part by, or results from the acts or omissions of Covered Persons, Plan Beneficiaries and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereafter in this section as "Covered Person(s)") or a third party, where another party may be responsible for expenses arising from an incident and/or other funds are available, including but not limited to no-fault, uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance and/or guarantor(s) of a third party (collectively "Coverage").
2. A Covered Person(s), his/her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. The Plan shall have an equitable lien on any funds received by the Covered Person(s) and/or his/her attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Covered Person(s) agrees to include the Plan's name as a co-payee on any and all settlement drafts. Further, by accepting benefits the Covered Person(s) understands that any recovery obtained pursuant to this section is an asset of the Plan to the extent of the amount of benefits paid by the Plan and that the Covered Person shall be a trustee over those Plan assets.
3. In the event a Covered Person(s) settles, recovers, or is reimbursed by any Coverage, the Covered Person(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Covered Person(s). When such a recovery does not include payment for future treatment, the Plan's right to reimbursement extends to all benefits paid or that will be paid by the Plan on behalf of the Covered Person(s) for charges Incurred up to the date such Coverage or third party is fully released from liability, including any such charges not yet submitted to the Plan. If the Covered Person(s) fails to reimburse the Plan out of any judgment or settlement received, the Covered Person(s) will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money. Nothing herein shall be construed as prohibiting the Plan from claiming reimbursement for charges Incurred after the date of settlement if such recovery provides for consideration of future medical expenses.
4. If there is more than one party responsible for charges paid by the Plan, or that may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, in regards to an unallocated settlement fund meant to compensate multiple injured parties of which the Covered Person(s) is/are only one or a few, that unallocated settlement fund is considered designated as an "identifiable" fund from which the Plan may seek reimbursement.

SUBROGATION

1. As a condition to participating in and receiving benefits under this Plan, the Covered Person(s) agrees to assign to the Plan the right to subrogate and pursue any and all Claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Covered Person(s) is entitled, regardless of how classified or characterized, at the Plan's discretion, if the Covered Person(s) fails to so pursue said rights and/or action.
2. If a Covered Person(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any Claim which any Covered Person(s) may have against any Coverage and/or party causing the Illness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of collection. The Covered Person is obligated to notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds. The Covered Person is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

3. The Plan may, at its discretion, in its own name or in the name of the Covered Person(s) commence a proceeding or pursue a Claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.
4. If the Covered Person(s) fails to file a Claim or pursue damages against:
 - a. The responsible party, its insurer, or any other source on behalf of that party;
 - b. Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
 - c. Any policy of insurance from any insurance company or guarantor of a third party;
 - d. Workers' Compensation or other liability insurance company; or
 - e. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverages;

then the Covered Person(s) authorizes the Plan to pursue, sue, compromise and/or settle any such Claims in the Covered Person(s) and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such Claims. The Covered Person(s) assigns all rights to the Plan or its assignee to pursue a Claim and the recovery of all expenses from any and all sources listed above.

RIGHT OF REIMBURSEMENT

1. The Plan shall be entitled to recover 100% of the benefits paid or payable benefits Incurred, that have been paid and/or will be paid by the Plan, or were otherwise Incurred by the Covered Person(s) prior to and until the release from liability of the liable entity, as applicable, without deduction for attorneys' fees and costs or application of the common fund doctrine, made whole doctrine, or any other similar legal or equitable theory, and without regard to whether the Covered Person(s) is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses and extends until the date upon which the liable party is released from liability. If the Covered Person's/Covered Persons' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Covered Person are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Covered Person's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Covered Person is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.
2. No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, express written consent of the Plan.
3. The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or Claim on the part of the Covered Person(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery, will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.
4. These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Covered Person(s).
5. This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Illness, Injury or disability.

PARTICIPANT IS A TRUSTEE OVER PLAN ASSETS

1. Any Covered Person who receives benefits and is, therefore, subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is, therefore, deemed a trustee of the Plan solely as it relates to possession of any funds which may be owed to the Plan as a result of any settlement, judgment or recovery through any other means arising from any Injury or Accident. By virtue of this status, the Covered Person understands that he/she is required to:
 - a. Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds;
 - b. Instruct his/her attorney to ensure that the Plan and/or its authorized representative is included as a payee on all settlement drafts;
 - c. In circumstances where the Covered Person is not represented by an attorney, instruct the insurance company or any third party from whom the Plan Participant obtains a settlement, judgment or other source of coverage to include the Plan or its authorized representative as a payee on the settlement draft; and
 - d. Hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.
2. To the extent the Covered Person disputes this obligation to the Plan under this section, the Covered Person or any of its agents or representatives is also required to hold any/all settlement funds, including the entire settlement if the settlement is less than the Plan's interests, and without reduction in consideration of attorney's fees, for which he/she exercises control, in an account segregated from their general accounts or general assets until such time as the dispute is resolved.
3. No Covered Person, beneficiary, or the agents or representatives thereof, exercising control over plan assets and incurring trustee responsibility in accordance with this section, will have any authority to accept any reduction of the Plan's interest on the Plan's behalf.

RELEASE OF LIABILITY

The Plan's right to reimbursement extends to any incident related care that is received by the Covered Person(s) ("Incurred") prior to the liable party being released from liability. The Covered Person's/Covered Persons' obligation to reimburse the Plan is therefore tethered to the date upon which the Claims were Incurred, not the date upon which the payment is made by the Plan. In the case of a settlement, the Covered Person has an obligation to review the "lien" provided by the Plan and reflecting Claims paid by the Plan for which it seeks reimbursement, prior to settlement and/or executing a release of any liable or potentially liable third party, and is also obligated to advise the Plan of any incident related care Incurred prior to the proposed date of settlement and/or release, which is not listed but has been or will be Incurred, and for which the Plan will be asked to pay.

EXCESS INSURANCE

If at the time of Injury, Illness or disability there is available, or potentially available, any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage, except as otherwise provided for under the Plan's Coordination of Benefits section. The Plan's benefits shall be excess to:

1. The responsible party, its insurer, or any other source on behalf of that party;
2. Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
3. Any policy of insurance from any insurance company or guarantor of a third party;
4. Workers' Compensation or other liability insurance company; or
5. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

SEPARATION OF FUNDS

Benefits paid by the Plan, funds recovered by the Covered Person(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Covered Person(s), such that the death of the Covered Person(s), or filing of bankruptcy by the Covered Person(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

WRONGFUL DEATH CLAIMS

In the event that the Covered Person(s) dies as a result of his/her injuries and a wrongful death or survivor Claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply.

OBLIGATIONS

1. It is the Covered Person(s) obligation at all times, both prior to and after payment of medical benefits by the Plan to:
 - a. Cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights;
 - b. Provide the Plan with pertinent information regarding the Illness, disability or Injury, including Accident reports, settlement information and any other requested additional information;
 - c. Take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights;
 - d. Do nothing to prejudice the Plan's rights of subrogation and reimbursement;
 - e. Promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received;
 - f. Notify the Plan or its authorized representative of any incident related claims or care which may not be identified within the lien (but has been Incurred) and/or reimbursement request submitted by or on behalf of the Plan;
 - g. Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement;
 - h. Not settle or release, without the prior consent of the Plan, any Claim to the extent that the Plan Beneficiary may have against any responsible party or Coverage;
 - i. Instruct his/her attorney to ensure that the Plan and/or its authorized representative is included as a payee on any settlement draft;
 - j. In circumstances where the Covered Person is not represented by an attorney, instruct the insurance company or any third party from whom the Covered Person obtains a settlement to include the Plan or its authorized representative as a payee on the settlement draft; and
 - k. Make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Covered Person over settlement funds is resolved.
2. If the Covered Person(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid, to be paid, Incurred, or that will be Incurred, prior to the date of the release of liability from the relevant entity, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Covered Person(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Covered Person(s).
3. The Plan's right to reimbursement and/or subrogation is in no way dependent upon the Covered Person(s)' cooperation or adherence to these terms.

OFFSET

If timely repayment is not made, or the Covered Person(s) and/or his or her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Covered Person's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the Covered Person(s) in an amount equivalent to any outstanding amounts owed by the Covered Person to the Plan. This provision applies even if the Covered Person has disbursed settlement funds.

MINOR STATUS

1. In the event the Covered Person(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his/her estate insofar as these subrogation and reimbursement provisions are concerned.
2. If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

LANGUAGE INTERPRETATION

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the Plan's subrogation and reimbursement rights. The Plan Administrator may amend the Plan at any time without notice.

SEVERABILITY

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

CLAIM REVIEW AND AUDIT PROGRAM

The Plan has arranged with Imagine360 for a program of Claim review and auditing in order to identify charges billed in error, charges for excessive or unreasonable fees and charges for services which are not medically appropriate. Benefits for Claims which are selected for review and auditing will be reduced for any charges that are determined to be in excess of Allowable Claim Limits (as defined below). The determination of Allowable Claim Limits under this Program will supersede any other Plan provisions related to application of a Usual and Customary fee determination.

Medical care Providers will be given a fully detailed explanation of any charges that are found to be in excess of Allowable Claim Limits, and allowed the rights and privileges to file an appeal of the determination in accordance with the same rights and privileges accorded to Plan Participants, in exchange for the Provider's agreement not to bill the Plan Participant for charges which were not covered as a result of the Claim review and audit.

Any Plan Participant who continues to receive billings from the medical care Provider for these charges should contact Imagine360 or the Plan Administrator right away for assistance.

The Plan Administrator is identified in the General Information and Purpose section of this Summary Plan Description. Imagine360 may be contacted at:

Imagine360 Administrators, LLC
1550 Liberty Ridge, Suite 330
Wayne, PA 19087
Phone: 610-321-1030
Fax: 610-321-1031

The Plan Participant must pay for any normal cost-sharing features of the Plan, such as Deductibles, Coinsurance and Copayments, and any amounts otherwise excluded or limited according to the terms of the Plan.

The success of this program will be achieved through a comprehensive review of detailed records including, for example, itemized charges and descriptions of the services and supplies provided. Without this detailed information, the Plan will be unable to make a determination of the amount of Covered Medical Expenses that may be eligible for reimbursement. Any additional information required for the audit will be requested directly from the Provider of service and the Claimant. In the event that the Plan Administrator does not receive information adequate for the Claim review and audit within the time limits required under the Plan, it will be necessary to deny the Claim. Should such a denial be necessary, the Claimant and/or the Provider of service may appeal the denial in accordance with the provisions which may be found in the section, "Procedures for Claims and Appeals," in this Summary Plan Description.

In the following provisions of the Claim Review and Audit Program, the term "Plan Administrator" shall be deemed to mean Imagine360:

"Allowable Claim Limits" means the charges for services and supplies, listed and included as Covered Medical Expenses under the Plan, which are Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that such fees are within the Allowable Claim Limits. Examples of the determination that a charge is within the Allowable Claim Limit include, but are not limited to, the following guidelines:

1. **Errors, Unbundled and/or Unsubstantiated Charges.** Allowable Claim Limits will not include the following amounts:
 - a. Charges identified as improperly coded, duplicated, unbundled and/or for services not performed;
 - b. Charges for treating Injuries sustained or Illnesses contracted, including infections and complications, which, in the opinion of the Plan Administrator, can be attributed to medical errors by the Provider;

- c. Charges that cannot be identified or understood; and
- d. Charges that cannot be verified from audits of medical records.

2. **Guidelines.** The following guidelines will be used when determining Allowable Claim Limits:

- a. Facilities. The Allowable Claim Limit for Claims by a Facility, including but not limited to, Hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care Facility, shall be the greater of (I) 112% of the Facility's most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services ("CMS") and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. The Allowable Claim Limit for (I) shall not exceed 250% of the federal non-commercial Medicare allowed amount, except for children's hospitals, which shall not exceed 350% of the federal non-commercial Medicare allowed amount. If insufficient information is available to identify either the Facility's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified.
- b. Ambulatory Health Care Centers. The Allowable Claim Limit for ambulatory health care centers, including Ambulatory Surgery Centers, which are independent Facilities shall be the Medicare allowed amount for the services in the geographic area plus an additional 20%. In the event that insufficient information is available to identify the Medicare allowed amount, the Allowable Claim Limit for such services shall be to the extent available either the Outpatient or Inpatient Medicare allowed amount for the service, plus an additional 20%.
- c. Out-of-Network Professional Providers. The Allowable Claim Limits for Out-of-Network professional Providers shall be determined using the following:
 - i. For general medical and primary care Claims, the Medicare allowed amount in the geographic area plus an additional 40%;
 - ii. For Specialist medical and surgical care Claims, the Medicare allowed amount in the geographic area plus an additional 55%;
 - iii. For anesthesiologist Claims, the Medicare allowed amount in the geographic area plus an additional 100%; or
 - iv. For ambulance and air ambulance Claims, the Medicare allowed amount in the geographic area plus an additional 20%; or
 - v. For other non-Facility Claims and supplies (such as, but not limited to, Durable Medical Equipment, laboratory services and supplies, and mid-level Providers, etc.), the Medicare allowed amount in the geographic area.

For purposes of determining the proper Allowable Claim Limits for professional Providers in categories (i), (ii), (iii), (iv) or (v) above, the Plan Administrator shall determine the applicable category for each Claim based on the taxonomy code used by the professional Provider for that Claim. The Plan Administrator determines, in its sole discretion, the type of Provider for determining Allowable Claim Limits, as detailed above.

While this Plan typically pays professional Providers based on the Medicare allowed amounts above, certain services may be reimbursed at 110% of the Medicare allowed amount for the service. These services may include, but are not limited to, routine diagnostic tests, evaluation services, telehealth and services for ongoing therapy. A full list of services subject to this rule can be found here: www.planlimit.com/prof1. This list will be updated at least annually to reflect the Plan's current plan design.

- d. Directly Contracted Providers. The Allowable Claim Limits for Directly Contracted Providers shall be the negotiated rate as agreed under the Direct Agreement.
- e. Insufficient Information to Determine Allowable Claim Limit. In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above as may be applicable, Imagine360 may apply the following guidelines:

- i. General Medical and/or Surgical Services. The Allowable Claim Limit for any covered services may be calculated based upon industry-standard resources including, but not limited to, published and publicly available fee and cost lists and comparisons, or any combination of such resources that, in the opinion of the Plan Administrator, results in the determination of a Reasonable expense under the Plan.
- ii. Medical and Surgical Supplies, Implants, Devices. The Allowable Claim Limit for charges for medical and surgical supplies made by a Provider may be based upon the invoice price (cost) to the Provider, plus an additional 12%. The documentation used as the resource for this determination will include, but not be limited to, invoices, receipts, cost lists or other documentation as deemed appropriate by the Plan Administrator.
- iii. Physician, Medical and Surgical Care, Laboratory, X-ray, and Therapy. The Allowable Claim Limit for these services may be determined based upon the 60th percentile of Fair Health (FH®) Allowed Benchmarks.

Comparable Services or Supplies. In the event that insufficient information is available to determine Allowable Claim Limits for specific services or supplies using the guidelines listed in Section 2 above, Allowable Claim Limits will be determined considering the most comparable services or supplies based upon comparative severity and/or geographic area to determine the Allowable Claim Limit. The Plan Administrator reserves the right, in its sole discretion, to determine any Allowable Claim Limit amount for certain conditions, services and supplies using accepted industry-standard documentation, applied without discrimination to any Covered Person.

In the event that a determination of Allowable Claim Limit for a Claim exceeds the actual Charges billed for the services and/or supplies, the actual Charges billed for the Claim shall be the Allowable Claim Limit.

PROCEDURES FOR CLAIMS AND APPEALS

The procedures outlined below must be followed by Claimants to obtain payment of benefits under this Plan.

NOTICE AND PROOF OF CLAIM

Written notice and proof of an incurred Claim should always be filed with the Claims Administrator as soon as possible. **Claims must be filed within twelve (12) months from the date of service to be covered by the Plan.** If an individual's coverage under the Plan ceases, all Claims incurred prior to termination of coverage **must** be filed within twelve (12) months from the date of service, or the Claims will not be covered by the Plan.

Claims **must** be filed sooner in certain circumstances:

- If the Plan is terminated, all Claims incurred prior to the Plan termination **must** be received within ninety (90) days after the termination or the Claims will not be covered.

Any Claims incurred after termination of Plan coverage for any reason are not covered under the Plan.

Customarily, there are four types of Claims: Pre-service (Urgent), Pre-service (Non-urgent), Concurrent Care, and Post-service.

- A "Pre-service Claim" is a Claim for a benefit under the Plan where the Plan conditions receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. Because the Plan does not require Claimants to obtain approval of a medical service prior to getting treatment on an urgent or non-urgent basis, there are no "Pre-service Claims." The Claimant simply follows the Plan's procedures with respect to notice that is required after receipt of treatment, and files the Claim as a Post-service Claim.
- A "Concurrent Claim" arises when the Plan has approved an on-going course of treatment to be provided over a period of time or number of treatments, and either: (a) the Plan determines that the course of treatment should be reduced or terminated, or (b) the Claimant requests an extension of the course of treatment beyond that which the Plan has approved. Because the Plan does not require Claimants to obtain approval of medical services prior to getting treatment, there is no need to contact Utilization Review to request an extension of a course of treatment. The Claimant simply follows the Plan's procedures with respect to notice that is required after receipt of treatment, and files the Claim as a Post-service Claim.
- A "Post-service Claim" is a Claim for a benefit under the Plan after the services have been rendered.

A Post-service Claim is considered to be filed when the following information is received by the Claims Administrator with a Form CMS-1500 or Form UB-04 or any successor forms:

1. The date of service;
2. The name, address, telephone number, and tax identification number of the Provider of the services or supplies;
3. The place where the services were rendered;
4. The diagnosis and procedure codes;
5. The amount of charges (including any PPO re-pricing information);
6. The name of the Plan;
7. The name of the Covered Employee; and
8. The name of the patient.

Each Claimant claiming benefits under the Plan shall be responsible for supplying, at such times and in such manner as the Plan Administrator in its sole discretion may require, written proof that the expenses

were incurred, or that the benefit is covered under the Plan. This includes any substantiating documentation, Coordination of Benefits information or other information that may be required by the Plan as proof. If the Plan Administrator in its sole discretion determines that the Claimant has not incurred a Covered Expense, or that the benefit is not covered under the Plan, or if the Claimant fails to furnish such proof as is requested, no benefits shall be payable under the Plan.

CLAIMS DETERMINATION

The Plan Administrator shall notify the Claimant, in accordance with the provisions set forth below, of any Adverse Benefit Determination within the following timeframes:

- If the Claimant has provided all of the information needed to process the Claim in a reasonable period of time, but not later than thirty (30) days after receipt of the Claim. This period may be extended by the Plan for up to fifteen (15) days, provided that the Plan Administrator: (a) determines that such an extension is necessary due to matters beyond the control of the Plan, and (b) notifies the Claimant, prior to the expiration of the initial thirty (30) day processing period, of the circumstances requiring the extension of time, and the date by which the Plan expects to render a decision. If an extension has been requested, then the Plan Administrator shall notify the Claimant of any Adverse Benefit Determination prior to the end of the fifteen (15) day extension period.
- If additional information is requested from the Claimant to process the Claim during the initial processing period, then the Claimant will be notified of a determination of benefits prior to the end of the extension period. If additional information is requested from the Claimant during the extension period, then the Claimant will be notified of the determination by a date agreed to by the Plan Administrator and the Claimant.
- Notice to the Claimant of a rescission of coverage will be provided at least thirty (30) days in advance of the retroactive termination of coverage by the Plan.

A Benefit Determination is required to be made within the period of time beginning when a Claim is deemed to be filed in accordance with the procedures of the Plan.

For purposes of the Plan's provisions for internal Claims and appeals and external review processes, a "Claim" for benefits is defined as a request for a plan benefit made by a Claimant in accordance with a plan's reasonable procedure for filing benefit Claims. A call from a Provider who wants to know if an individual is covered under the Plan, or if a certain procedure or treatment is a covered expense before the treatment is rendered, is not a "Claim" since an actual Claim for benefits is not being filed with the Plan. Likewise, presentation of a prescription to a pharmacy does not constitute a Claim.

An "Adverse Benefit Determination" is defined as a denial, reduction, or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit, including any such denial, reduction, rescission of coverage, termination, or failure to provide or make a payment for a Claim that is based on:

1. A determination of an individual's eligibility to participate in a plan or health insurance coverage;
2. A determination that a benefit is not a covered benefit;
3. The imposition of a source-of-Injury exclusion, PPO Provider network exclusion, or other limitation on otherwise covered benefits; or
4. A determination that a benefit is Experimental, Investigational, or not Medically Necessary or appropriate.

Although it is not a Claim for benefits, the definition of an adverse benefit determination also includes a rescission of coverage under the Plan. A "rescission of coverage" is defined as a cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

NOTICE OF ADVERSE BENEFIT DETERMINATION

If the initial Benefit Determination is an Adverse Benefit Determination, notification will be sent to the Claimant and will include the following information:

1. Information sufficient to identify the Claim involved, including the date of the service, the health care Provider, the Claim amount (if applicable), and, upon request, the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning;
2. The reason or reasons for the Adverse Benefit Determination or final internal Adverse Benefit Determination, including the denial code and its corresponding meaning, as well as a description of the Plan's standard, if any, used in denying the Claim. In the case of a final internal Adverse Benefit Determination, this description must also include a discussion of the decision;
3. References to the Plan specific provisions on which the Adverse Benefit Determination is based;
4. A description of any additional material or information necessary for the Claimant to perfect the Claim, and an explanation of why such material or information is necessary;
5. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action following an Adverse Benefit Determination on final review;
6. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's Claim;
7. The identity of any medical or vocational experts consulted in connection with a Claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided upon request);
8. If an internal rule, guideline, protocol, or other similar criterion was relied on in making the Adverse Benefit Determination, either the specific rule, guideline, protocol or other similar criterion, or a statement that such information was relied on in making the Adverse Benefit Determination, and that a copy of the rule, guideline, protocol or other criterion will be provided free of charge on request; and
9. If the Adverse Benefit Determination is based on a medical judgment (such as Medical Necessity or whether the treatment was Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon written request.

PHYSICAL EXAMINATION

The Plan Administrator or Claims Administrator has the right to have the Claimant examined as often as reasonably necessary while a Claim is pending. Benefits are payable under this Plan only if they are Medically Necessary for the Illness or Accidental Injury of the Covered Person. This Plan reserves the right to make a Utilization Review to determine whether services are Medically Necessary for the proper treatment of the Covered Person. All such information will be confidential.

CLAIMS AUDIT

Once a written Claim for benefits is received, the Claims Administrator, acting on the discretionary authority of the Plan Administrator, may elect to have such Claim reviewed or audited for accuracy and reasonableness of charges as part of the adjudication process. This process may include, but may not be limited to, identifying: (a) charges for items/services that may not be covered or may not have been delivered, (b) duplicate charges and (c) charges beyond the reasonable, necessary and Usual and Customary guidelines as determined by the Plan. In addition, please refer to the section entitled "Claim

Review and Audit Program” for information regarding Plan provisions related to the audit and adjudication of certain eligible Claims under that Program.

PAYMENT OF CLAIMS

Plan benefits are payable to the Covered Employee, unless the Claimant gives written direction, at the time of filing proof of such loss, to pay directly the health care Provider rendering such services. Such payment to a health care Provider is subject to the approval of the Plan Administrator. If any such benefit remains unpaid at the death of the Covered Employee, if the Claimant is a minor, or if the Claimant is (in the opinion of the Plan Administrator) legally incapable of giving a valid receipt and discharge for any payment, the Plan Administrator may, at its option, pay such benefits to any one or more of the following relatives of the Claimant: wife, husband, mother, father, Child or Children, brother or brothers, sister or sisters. Such payment will constitute a complete discharge of the Plan's obligation to the extent of such payment, and the Plan Administrator will not be required to follow-up and determine how such paid money was used.

APPEAL PROCESS

The Plan provides for two (2) levels of appeal following an Adverse Benefit Determination. The Claimant has one hundred eighty (180) days following an initial Adverse Benefit Determination to file an appeal of that determination, and sixty (60) days following a second Adverse Benefit Determination to file an appeal of that determination. The appeal process will provide the Claimant with a reasonable opportunity for a full and fair review of the Claim and Adverse Benefit Determination and will include the following:

1. Receipt of written request by the Claims Administrator from the Claimant, or an Authorized Representative of the Claimant, with the proper form for review of Adverse Benefit Determination, which initiates the appeal process.
2. The Claimant will have the opportunity to submit written comments, documents, records, and other information relating to the Claim.
3. The Claimant will have the opportunity to review the Claim file and to present evidence and testimony as part of the internal Claims and appeals process.
4. The Claimant will be provided, free of charge and sufficiently in advance of the date that the notice of final internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Claimant to respond to such new evidence or rationale.
5. The Claimant will be provided, on request and free of charge: (a) reasonable access to, and copies of all documents, records, and other information relevant to the Claimant's Claim in possession of the Plan Administrator, Imagine360 or the Claims Administrator; (b) information regarding any rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination; (c) information regarding any voluntary appeals procedures offered by the Plan; (d) information regarding the Claimant's right to an external review process; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances.
6. The review of the Adverse Benefit Determination will take into account all comments, documents, records and other information submitted by the Claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial benefit determination.
7. No deference will be afforded to the previous Adverse Benefit Determination.
8. The party reviewing the appeal may be neither the party who made the prior Adverse Benefit Determination, nor a subordinate of the party who made the prior Adverse Benefit Determination.

9. In deciding an appeal on which the Adverse Benefit Determination was based in whole or in part on a medical judgment, including whether a particular treatment, Drug, or other item is Experimental, Investigational, or not Medically Necessary or appropriate, the Claims Administrator, Imagine360 or the Plan Administrator, as appropriate depending on the level of appeal, will consult with a health care professional who has appropriate training and experience in the field of medicine involving the medical judgment. The health care professional consulted for the appeal will not be the health care professional or a subordinate of the health care professional consulted in connection with the Adverse Benefit Determination that is the subject of the appeal.
10. Medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Adverse Benefit Determination will be identified, even if the Plan did not rely upon their advice.
11. The first level of appeal will be the responsibility of the Claims Administrator and will be decided within thirty (30) days of the Claims Administrator's receipt of the request. The second level of appeal will be the responsibility of Imagine360 and will be decided within thirty (30) days of the Plan's receipt of the request.

NOTE: When the dispute of a Claim payment or denial only involves payment amounts due from the Plan to the Out-of-Network Provider, and the Provider has no recourse against the Plan Participant under the No Surprises Act (NSA), the payment dispute may only be resolved through open negotiation, or the Independent Dispute Resolution (IDR) process as outlined in the NSA. There may be instances when a Plan Participant may appeal a Claim through this section concurrently with an Out-of-Network Provider's payment dispute through the IDR process.

For questions about appeal rights or for assistance, Claimants can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272). Consumer assistance may be available in your State. Contact your State Department of Insurance to find out if consumer assistance for Claim appeals is available. See Appendix I for additional information.

FIRST APPEAL LEVEL

Requirements for First Appeal

The Claimant must file the first appeal, in writing, within one hundred eighty (180) days following receipt of the notice of an Adverse Benefit Determination. The Claimant's appeal must be addressed as follows:

Appeals Department
Imagine360 Administrators, LLC
Park Central 8
12770 Merit Drive, Suite 200
Dallas, Texas 75251

It shall be the responsibility of the Claimant to submit proof that the Claim is covered and payable under the provisions of the Plan. An appeal must include:

1. The name of the Employee/Claimant;
2. The Employee's/Claimant's Social Security number;
3. The group name or identification number;
4. All facts and theories supporting the Claim for benefits. **Failure to include any theories or facts in the appeal will result in such facts being inadmissible. In other words, the Claimant will lose the right to raise such factual arguments and theories which support this Claim if the Claimant fails to include them in the appeal;**
5. A statement in clear and concise terms of the reason or reasons for the disagreement with the handling of the Claim; and
6. Any material or information that the Claimant has which indicates that the Claimant is entitled to benefits under the Plan.

If the Claimant provides all of the required information, it may be that the expenses will be eligible for payment under the Plan.

Timing of Notification of Benefit Determination on First Appeal

The Plan shall notify the Claimant of the Plan's Benefit Determination on review within a reasonable period of time, but not later than thirty (30) days after receipt of the appeal.

The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

Notice of Benefit Determination on First Appeal

The Claimant will be notified of the Benefit Determination on appeal. If there is an Adverse Benefit Determination on appeal, the notification will include the following information:

1. The reason or reasons for the Adverse Benefit Determination;
2. References to the Plan provisions on which the Adverse Benefit Determination is based;
3. A description of any additional material or information necessary for the Claimant to perfect the Claim, and an explanation of why such material or information is necessary;
4. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's Claim;
5. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action following an Adverse Benefit Determination on final review;
6. A description of voluntary appeal procedures offered by the Plan and, upon the Claimant's request, any additional information about the voluntary appeal procedures;
7. If an internal rule, guideline, protocol, or other similar criterion was relied on in making the Adverse Benefit Determination, either the specific rule, guideline, protocol or other similar criterion or a statement that such was relied on in making the Adverse Benefit Determination, and that a copy of the rule, guideline, protocol or other criterion will be provided free of charge on request;
8. If the Adverse Benefit Determination is based on a medical judgment (such as Medical Necessity or whether or not treatment is Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge on request;
9. The identity of any medical or vocational experts consulted in connection with the Claim, even if the Plan did not rely upon their advice; and
10. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance Regulatory Agency."

Furnishing Documents in the Event of an Adverse Determination

In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to Notice of Benefit Determination on First Appeal, as appropriate.

SECOND APPEAL LEVEL

Adverse Decision on First Appeal; Requirements for Second Appeal

Upon receipt of notice of the Plan's Adverse Benefit Determination regarding the first appeal, the Claimant has sixty (60) days to file a second appeal of the denial of benefits. The Claimant again is entitled to a "full and fair review" of any denial made at the first appeal, which means the Claimant has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the Claimant's second appeal must be in writing and must include all of the items set forth in the section entitled "Requirements for First Appeal."

Timing of Notification of Benefit Determination on Second Appeal

The Plan shall notify the Claimant of the Plan's Benefit Determination on review within a reasonable period of time, but not later than thirty (30) days after receipt of the second appeal.

The period of time within which the Plan's determination is required to be made shall begin at the time the second appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

Manner and Content of Notification of Adverse Benefit Determination on Second Appeal

The same information must be included in the Plan's response to a second appeal as a first appeal, except for: (a) a description of any additional information necessary for the Claimant to perfect the Claim and an explanation of why such information is needed; and (b) a description of the Plan's review procedures and the time limits applicable to the procedures. See the section entitled "Notice of Benefit Determination on First Appeal."

Furnishing Documents in the Event of an Adverse Determination

In the case of an Adverse Benefit Determination on the second appeal, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to the Notice of Benefit Determination on First Appeal, as appropriate.

Decision on Second Appeal to be Final

If, for any reason, the Claimant does not receive a written response to the appeal within the appropriate time period set forth above, the Claimant may assume that the appeal has been denied. The decision will be final, binding and conclusive, and will be afforded the maximum deference permitted by law. **All Claim review procedures provided for in the Plan must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within three (3) years after the Plan's Claim review procedures have been exhausted. Any action with respect to a Fiduciary's Breach of any responsibility, duty or obligation hereunder must be brought within three (3) years after the date of service.**

Appointment of Authorized Representative

A Claimant is permitted to appoint an Authorized Representative to act on his behalf with respect to a benefit Claim or appeal of an Adverse Benefit Determination. An Assignment of Benefits by a Claimant to a Provider will not constitute appointment of that Provider as an Authorized Representative. To appoint such a representative, the Claimant must complete a form which can be obtained from the Plan Administrator or the Claims Administrator. In the event a Claimant designates an Authorized Representative, all future communications from the Plan will be with the Authorized Representative, rather than the Claimant, unless the Claimant directs the Plan Administrator, in writing, to the contrary.

PROVIDER OF SERVICE APPEAL RIGHTS

A Claimant may appoint the Provider of service as the Authorized Representative with full authority to act on his or her behalf in the appeal of a denied Claim. An Assignment of Benefits by a Claimant to a Provider of service will not constitute appointment of that Provider as an Authorized Representative. However, in an effort to ensure a full and fair review of the denied Claim, and as a courtesy to a Provider of service that is not an Authorized Representative, the Plan will consider an appeal received from the Provider in the same manner as a Claimant's appeal, and will respond to the Provider and the Claimant with the results of the

review accordingly. Any such appeal from a Provider of service must be made within the time limits and under the conditions for filing an appeal specified under the section, "Appeal Process," above. **Providers requesting such appeal rights under the Plan must agree to pursue reimbursement for Covered Medical Expenses directly from the Plan, waiving any right to recover such expenses from the Claimant, and comply with the conditions of the section, "Requirements for First Appeal," above.**

For purposes of this section, the Provider's waiver to pursue Covered Medical Expenses does not include the following amounts, which will remain the responsibility of the Claimant:

- Deductibles;
- Copayments;
- Coinsurance;
- Penalties for failure to comply with the terms of the Plan;
- Charges for services and supplies which are not included for coverage under the Plan; and
- Amounts which are in excess of any stated Plan maximums or limits. **Note: This does not apply to amounts found to be in excess of Allowable Claim Limits, as defined in the section, "Claim Review and Audit Program."** The Provider must agree to waive the right to balance bill for these amounts.

Also, for purposes of this section, if a Provider indicates on a Form UB-04 or on a Form CMS-1500 (or similar Claim form) that the Provider has an Assignment of Benefits, then the Plan will require no further evidence that benefits are legally assigned to that Provider.

Contact the Claims Administrator or the Plan Administrator for additional information regarding Provider of service appeals.

EXTERNAL REVIEW OF ADVERSE BENEFIT DETERMINATION

When the internal appeals procedures have been exhausted, the Claimant may elect to have an additional and final opportunity for a review of an Adverse Benefit Determination (including a final internal Adverse Benefit Determination) by an independent review organization (IRO). The IRO will be accredited by URAC or a similar nationally recognized accrediting organization for the purpose of conducting an independent and unbiased review.

The request for an external review must be filed by the Claimant within four (4) months following the Claimant's receipt of the notice of Adverse Benefit Determination or final internal Adverse Benefit Determination. However, if the Plan fails to strictly adhere to all the requirements of the internal claims and appeals process with respect to a Claim, the Claimant will be deemed to have exhausted the internal claims and appeals process, and the Claimant may initiate an external review and pursue any available remedies under applicable law, such as judicial review.

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary failed to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations and other applicable law, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; its determination that a treatment is Experimental or Investigational; its determination whether a Claimant or beneficiary is entitled to a reasonable alternative standard for a reward under a wellness program; its determination whether a plan or issuer is complying with the nonquantitative treatment limitation provisions of Code section 9812 and §

54.9812-1, which generally require, among other things, parity in the application of medical management techniques), as determined by the external reviewer.

2. An Adverse Benefit Determination that involves consideration of whether the Plan is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act.
3. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

There are two (2) types of external reviews; standard and expedited. An external review is a standard external review unless the timing required to perform a standard external review involves circumstances that would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the final internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency services but has not yet been discharged from the Facility. In such cases, the Plan will consider the external review to be an expedited review.

EXPEDITED EXTERNAL REVIEW FOR URGENT OR EMERGENCY CARE

This Plan does not require a Claimant to obtain prior approval for pre-service urgent care Claims or Emergency care services before getting treatment; therefore, neither the internal appeals nor the external review procedures will apply to these Claims. In an Emergency or urgent care situation, the Claimant should follow instructions from his/her health care Provider, and file the Claim as a post-service Claim. If the post-service Claim results in an Adverse Benefit Determination, the Claimant may file an appeal in accordance with the Plan's provisions for "Appeal Process," which are explained above.

Appeals of Claims involving concurrent care will be subject to the Plan's provisions for expedited external review, as explained below.

PROCEDURES FOR INITIATION OF AN EXTERNAL REVIEW

Standard External Review

A request for an external review must include the same information that is required for an internal appeal, listed above in the section, "Appeal Process."

Once the request for a standard external review is filed, the Plan will have five (5) business days to do a preliminary review of the request to determine whether it is eligible and whether all of the information and forms required to process the external review have been provided.

Within one (1) business day following completion of the preliminary review, the Plan will notify the Claimant in writing whether the request is eligible for external review.

- If the request is complete but is not eligible for external review, the notice will contain an explanation of the reason that the request is ineligible.
- If the request is incomplete, the notice will describe the information or materials needed to make the request complete. The Claimant must submit the information or materials needed within forty-eight (48) hours following receipt of the notice, or the expiration of the original four (4) month filing period, whichever is later.

An eligible request which is complete and timely filed will be assigned to an independent review organization (IRO) by the Plan. The Plan will have arrangements to access at least three (3) accredited IROs to which external reviews will be assigned on a random or rotated basis to ensure an independent and unbiased review.

The assigned IRO will notify the Claimant in writing of the request's eligibility and acceptance for external review. This notice will include a statement that the Claimant may submit to the IRO, in writing and within

ten (10) business days following receipt of the notice, any additional information that the IRO must consider when conducting the external review.

Within five (5) business days after the date of assignment of the IRO, the Plan must provide to the assigned IRO the documents and any information considered in making the Adverse Benefit Determination or final internal Adverse Benefit Determination. Failure by the Plan to timely provide the documents and information will not delay the conduct of the external review, and the IRO may decide to reverse the Adverse Benefit Determination or final internal Adverse Benefit Determination. In this case, the IRO will notify the Plan and the Claimant within one (1) business day following the decision to reverse the determination.

The assigned IRO will forward any information which is submitted by the Claimant to the Plan, and the Plan may reconsider its Adverse Benefit Determination or final internal Adverse Benefit Determination; however, reconsideration by the Plan will not delay the external review. If the Plan decides to reverse its Adverse Benefit Determination or final internal Adverse Benefit Determination, it may terminate the external review and notify the IRO and the Claimant within one (1) business day of the decision.

The IRO will provide written notice to the Claimant and the Plan of the final external review decision within forty-five (45) days following receipt of the request for review. The notice will contain:

- A general description of the reason for the request for external review, including information sufficient to identify the Claim (including the date or dates of service, the health care Provider, the Claim amount (if applicable), and, upon request, the diagnosis code and its corresponding meaning, the treatment code and its corresponding meaning, and the reason for the previous denial;
- The date the IRO received the request for external review and the date on which it made the decision;
- References to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;
- A discussion of the principal reason or reasons for its decision, including the rationale for its decision and the evidence-based standards that were relied on in making the decision;
- A statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either the group health plan or to the Claimant;
- A statement that judicial review may be available to the Claimant; and
- Current contact information, including a phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793. See Appendix I for additional information.

Expedited External Review

A final internal Adverse Benefit Determination concerning an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency services but has not yet been discharged from the Facility will be considered for an expedited external review. These are considered to be pre-service **non-urgent** care Claims and concurrent Claims.

The procedures that apply to standard external reviews will apply to expedited external reviews, except that:

- The preliminary review of the request to determine whether it is eligible and whether all of the information and forms required to process the external review have been provided must be conducted immediately, and the Plan must immediately notify the Claimant regarding the eligibility determination;
- Upon a determination that a request is eligible for external review following the preliminary review, the Plan will immediately assign an IRO pursuant to the requirements set forth for standard external reviews;

- The Plan must provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or final internal Adverse Benefit Determination to the assigned IRO electronically, by phone, facsimile or any other available expeditious method; and
- The IRO must provide notice of the final external review decision as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than seventy-two (72) hours after the IRO received the request for an expedited external review. If the notice is not in writing, the assigned IRO must provide written confirmation of the decision to the Claimant and the Plan within forty-eight (48) hours following the notice.

DECISION FOLLOWING AN EXTERNAL REVIEW

Upon receipt of a notice from the IRO reversing the decision of an Adverse Benefit Determination or final internal Adverse Benefit Determination, the Plan will immediately provide coverage or payment for the Claim. An external review decision is binding on the Plan as well as the Claimant, except to the extent other remedies are available under State or Federal law.

RECOVERY OF PAYMENTS

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan's terms, conditions, limitations or exclusions, or should otherwise not have been paid by the Plan. As such, this Plan may pay benefits that are later found to be greater than the Maximum Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid, primary payers, or from the party on whose behalf the charge(s) were paid. As such, whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of the Plan, the Plan Administrator has the right to recover any such erroneous payment directly from the person or entity who received such payment and/or from other payers and/or the Covered Person or Dependent on whose behalf such payment was made.

A Covered Person, Dependent, Provider, another benefit plan, insurer, or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within thirty (30) days of discovery or demand. The Plan Administrator shall have no obligation to secure payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Covered Person or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any Claims for benefits by the Covered Person and to deny or reduce future benefits payable (including payment of future benefits for other Injuries or Illnesses) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for other Injuries or Illnesses) under any other group benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agree to be bound by the terms of this Plan and agree to submit Claims for reimbursement in strict accordance with their State's health care practice acts, ICD-10 or CPT standards, Medicare guidelines, HCPCS standards, or other standards approved by the Plan Administrator or insurer. Any payments made on Claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within thirty (30) days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against a Covered Person, Provider or other person or entity to enforce the provisions of this section, then that Covered Person, Provider or other person or entity agrees to pay the Plan's attorneys' fees and costs, regardless of the action's outcome.

Further, Covered Persons and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (Covered Persons) shall assign, or be deemed to have assigned, to the Plan their right to recover said payments made by the Plan, from any other party and/or recovery for which the Covered Person(s) are entitled, for or in relation to Facility-acquired condition(s), Provider error(s), or damages arising from another party's act or omission for which the Plan has not already been refunded.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made:

1. In error;
2. Pursuant to a misstatement contained in a proof of loss or a fraudulent act;
3. Pursuant to a misstatement made to obtain coverage under this Plan within two (2) years after the date such coverage commences;
4. With respect to an ineligible person;
5. In anticipation of obtaining a recovery if a Covered Person fails to comply with the Plan's Subrogation and Reimbursement Provisions; or
6. Pursuant to a Claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational Injury or Disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deduction may be made against any Claim for benefits under this Plan by a Covered Person or by any of his covered Dependents if such payment is made with respect to the Covered Person or any person covered or asserting coverage as a Dependent of the Covered Person.

If the Plan seeks to recoup funds from a Provider due to a Claim being made in error, a Claim being fraudulent on the part of the Provider, and/or the Claim is the result of the Provider's misstatement, said Provider shall, as part of its Assignment of Benefits from the Plan, abstain from billing the Covered Person for any outstanding amount(s).

GENERAL PROVISIONS

RIGHT OF RECOVERY

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan in a total amount, at any time, in excess of the Maximum Amount of benefits payable under this Plan, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such amount, and any future benefits payable to the Covered Person or his or her Dependents. See the Recovery of Payments provision for full details.

MISSTATEMENT OF AGE

If age is a factor in determining eligibility or amount of coverage and there has been a misstatement of age, the coverages or amounts of benefits, or both, for which the person is covered shall be adjusted in accordance with the Covered Person's true age. Any such misstatement of age shall neither continue coverage otherwise validly terminated, nor terminate coverage otherwise validly in force. Benefits will be adjusted following the date of the discovery of such misstatement.

WAIVER OR ESTOPPEL

No term, condition or provision of the Plan shall be waived, and there shall be no estoppel against the enforcement of any provision of the Plan, except by written direction of the Plan Administrator. No such waiver shall be deemed a continuing waiver unless specifically stated. Each waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

WORKERS' COMPENSATION NOT AFFECTED

This Plan is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance or, where permitted and applicable, any other alternative form of Workers' Compensation benefits.

CONFORMITY WITH LAW

This Plan shall be deemed to automatically be amended to conform as required by any applicable law, regulation or the order or judgment of a court of competent jurisdiction governing provisions of this Plan, including, but not limited to, stated maximums, exclusions or limitations. In the event that any law, regulation or the order or judgment of a court of competent jurisdiction causes the Plan Administrator to pay Claims which are otherwise limited or excluded under this Plan, such payments will be considered as being in accordance with the terms of this Plan Document.

CONFORMITY WITH STATUTE(S)

Any provision of the Plan which is in conflict with statutes that are applicable to this Plan is hereby amended to conform to the minimum requirements of said statute(s).

NOTICES

All payments or notices of any kind to Employees, Participants, beneficiaries, or Plan officials may be mailed to the address for that person last appearing on the records of the Plan Administrator. When such a notice is mailed by first class mail, it is deemed to have been: (a) duly delivered on the date post-marked; and (b) duly received three (3) calendar days after being deposited, postage prepaid, in the United States Mail. When such a notice is delivered in person, it is deemed to have been received the same day as delivery. Each person must keep the Plan Administrator notified of his current address. If there is doubt about the accuracy of an address, the Plan may give notice, by registered mail, to any such person's last address,

that payments and other mail are being withheld pending receipt of a proper mailing address from that person.

STATEMENTS

All statements made by the Employer or by a Covered Person will, in the absence of fraud, be considered representations and not warranties, and no statements made for the purpose of obtaining benefits under this document will be used in any contest to avoid or reduce the benefits provided by the document unless contained in a written application for benefits and a copy of the instrument containing such representation is or has been furnished to the Covered Person.

Any Covered Person, who knowingly and with intent to defraud the Plan, files a statement of Claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any material fact, commits a fraudulent act. The Covered Person may be subject to prosecution by the United States Department of Labor. Fraudulently claiming benefits may be punishable by a substantial fine, imprisonment, or both.

FRAUD

The following actions by a Covered Person or a Covered Person's knowledge of such actions being taken by another, constitute fraud and will result in immediate, indefinite and permanent termination of all coverage under this Plan for the entire Family unit of which the Covered Person is a member:

1. Attempting to submit a Claim for benefits (which includes attempting to fill a prescription) for a person who is not a Covered Person in the Plan;
2. Attempting to file a Claim for a Covered Person for services that were not rendered or Drugs or other items that were not provided;
3. Providing false or misleading information in connection with enrollment in the Plan; or
4. Providing any false or misleading information to the Plan.

MISCELLANEOUS

Section titles are for convenience of reference only and are not to be considered in interpreting this Plan.

No failure to enforce any provision of this Plan shall affect the right thereafter to enforce such provision, nor shall such failure affect its right to enforce any other provision of this Plan.

ALLOCATION AND APPORTIONMENT OF BENEFITS

The Plan reserves the right to allocate the Deductible amount to any Covered Charges and to apportion the benefits to the Covered Person and any assignees. Such allocation and apportionment shall be conclusive and shall be binding upon the Covered Person and all assignees.

FACILITY OF PAYMENT

If a Claimant is a minor or is physically or mentally incapable of giving a valid release for payment, the Claims Administrator, at its option, may make payment to a party who has assumed responsibility for the care of such person. Such payments will be made until Claim is made by a guardian. If a Claimant dies while benefits remain unpaid, benefits will be paid at the Claim Administrator's option to:

1. The person or institution on whose charges Claim is based; or
2. A surviving relative (wife, husband, mother, father, Child or Children, brother or brothers, sister or sisters).

Such payment will release the Plan Administrator and Claims Administrator of all further liability to the extent of payment.

ELIGIBILITY FOR COVERAGE

Coverage provided under this Plan for Employees and their Dependents shall be in accordance with the Eligibility, Effective Date, and Termination provisions as stated in this Plan Document as follows.

NOTE: A Covered Person previously terminated under this Plan due to fraud, or the actions being taken by another which constituted fraud, as addressed within the Fraud section of this Plan, will be immediately, indefinitely and permanently terminated from all coverage under this Plan and ineligible for future enrollment in this Plan.

EMPLOYEE ELIGIBILITY

An Employee will be considered eligible for coverage on the first day of the month following the Date of Hire provided he/she:

1. Is a Non-variable Hour Employee regularly scheduled to work for the Employer on a Full-time or Part-time Employment basis for at least thirty (30) hours per week; or
2. Is a Variable Hour Employee who averages at least thirty (30) hours per week or 1,560 hours per year for a complete Measurement Period and is currently in a Stability Period, as determined by the Plan Sponsor. An Employee will remain eligible throughout the Stability Period regardless of a change in employment status (including, but not limited to, a reduction in hours) provided the individual continues to be an employee in accordance with the Affordable Care Act (as amended).

MEASUREMENT PERIOD INFORMATION FOR VARIABLE HOUR AND ONGOING EMPLOYEES

Initial Administrative Period:	zero (0) days
Ongoing Administrative Period:	zero (0) days
Initial Measurement Period:	three (3) months
Initial Measurement Period starts on:	The first day of the month following the Date of Hire
Standard Measurement Period for Ongoing Employees:	twelve (12) months
Standard Measurement Period starts each year on:	January 1
Stability Period:	twelve (12) months

See the "Definitions" section for the definitions of "Administrative Period," "Measurement Period" and "Stability Period."

DEPENDENT ELIGIBILITY

A Dependent, **as defined in the Plan Definitions**, will be considered eligible for coverage on the date the Employee becomes eligible for Dependent coverage or the date the Dependent is acquired, subject to all limitations and requirements of this Plan, and in accordance with the following:

1. A newborn or adopted Child of a Covered Employee will be considered eligible and will be covered from the moment of birth or from the date of adoption or Placement for Adoption for **thirty (30) days** for Injury or Illness, including the Medically Necessary care and treatment of medically diagnosed congenital defects, birth abnormalities and prematurity, Routine Newborn Care and Well Baby Care. Written notification must be received by the Plan Administrator within thirty (30) days after the Child's date of birth, date of adoption or Placement for Adoption for continued coverage. A newborn

Child of a Dependent Child is not eligible for this Plan unless the newborn Child meets the definition of an Eligible Dependent.

2. A new spouse of a Covered Employee and any Dependent Children of a new spouse who meet the Plan's definition of Dependent will be considered eligible and will be covered on the date of the Covered Employee's marriage, provided the spouse and/or his/her Children are enrolled as Dependents of the Covered Employee within thirty (30) days after the date of marriage.
3. A Domestic Partner of a Covered Employee who meets the Plan's definition of a Dependent will be considered eligible for this Plan on the date the "Statement of Domestic Partnership" is executed.
4. A Child of a Covered Employee who meets the Plan's definition of a Dependent will be considered eligible if the Child is under twenty-six (26) years of age.
5. If a Dependent of a Covered Employee is to be enrolled in the Plan, other than at the time of his/her eligibility or birth, adoption, court order or marriage to the Covered Employee, that Dependent would be considered a Late Enrollee unless he/she qualifies for a Special Enrollment.
6. A spouse and/or Child of a Covered Employee who previously was not eligible for the Plan will be considered eligible on the date he/she meets the Plan's definition of Dependent.

The Eligibility provisions are subject to the requirements of the Omnibus Budget Reconciliation Act of 1993 (OBRA 1993), effective August 10, 1993, as the same may be later amended.

If an Employee or Dependent has a change in eligibility while covered under this Plan (i.e., from Employee to Dependent, from Dependent to Employee) and no interruption in coverage has occurred, the Plan will consider that coverage has been continuous.

A person cannot be covered as a Dependent of more than one (1) Employee under this Plan. In addition, an Employee cannot be covered as both an Employee and a Dependent under this Plan.

NOTE: A Dependent who was enrolled on the most recent restated date of this Plan, January 1, 2025, and who was previously covered by the Plan, will also be considered eligible to continue coverage under this Plan. However, a Dependent Child will only be considered eligible until the qualifying age of twenty-six (26) unless otherwise specified in the definition of Dependent.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS / PLACEMENT FOR ADOPTION

The Plan will comply with the rules relating to adopted Children, Children placed for adoption, Qualified Medical Child Support Orders ("QMCSO"), and National Medical Support Notices ("NMSN"). The Plan will use the following rules related to Children placed for adoption, QMCSOs and NMSNs.

This Plan will provide benefits in accordance with the applicable requirements of any QMCSO or NMSN. A QMCSO is a Medical Child Support Order of a court or of certain administrative agencies that creates, recognizes or assigns to a Child of a Plan Participant the right to receive health benefit coverage under the Plan. A NMSN is an order issued by a State agency requiring the Plan to cover a Child. To be qualified, a Medical Child Support Order must comply with State and Federal laws and contain the following:

1. The name and last known mailing address (if any) of both the Plan Participant and the Child covered under the order except that, to the extent provided in the order, the name and mailing address of an official of a State or a political subdivision thereof may be substituted for the mailing address of any such Alternate Recipient.
2. A reasonable description of the type of coverage to be provided by the Plan for each Child (or the manner in which the type of coverage will be determined).
3. The period of coverage to which the order applies.

In addition, a QMCSO or NMSN will generally not be considered qualified if it requires the Plan to provide certain benefits or options which are not otherwise provided by the Plan. The Plan Administrator will notify the Plan Participant of the receipt of a Medical Child Support Order and the procedures for determining whether it is a Qualified Medical Child Support Order or a NMSN. The Plan Administrator will then determine within a reasonable period of time whether the Medical Child Support Order is a QMCSO or NMSN.

Plan Participants may request and receive, free of charge, a copy of Plan procedures relating to QMCSOs and NMSNs.

If an Employee is not enrolled in the Plan, and the Employee would otherwise be eligible for coverage, the Plan must enroll the Eligible Employee and the Child(ren) covered by the QMCSO.

This Plan will also provide benefits to Dependent Children placed for adoption on the same basis as natural Children even prior to the adoption becoming final. A Child will be considered "Placed for Adoption" with a Plan Participant if the Plan Participant has assumed a legal obligation for total or partial support of the Child in anticipation of adoption of the Child. For this reason, if a Child is placed with a Plan Participant for adoption by an adoption agency or other entity, the Plan Participant must provide to the Plan Administrator documentation (e.g., signed court order) that the adoption agency or other entity had legal custody of the Child on the date that the Child was placed with the Plan Participant for adoption. The Plan Administrator will determine within a reasonable period of time whether a Child has been "Placed for Adoption."

The Plan Administrator has final, discretionary authority to determine: (1) whether a Medical Child Support Order qualifies as a QMCSO or NMSN; and (2) whether a Child has been "Placed for Adoption."

EFFECTIVE DATE OF COVERAGE

EMPLOYEE EFFECTIVE DATE

An Eligible Employee, properly enrolled in the Plan, will be referred to as a "Covered Employee."

Each Employee's coverage under the Plan shall become effective on the first day of the month following the Date of Hire provided the Employee completes the eligibility requirement(s) of the Plan and written or electronic application for coverage is made on or before or within thirty (30) days after the date the Employee eligibility requirement(s) are met.

DEPENDENT EFFECTIVE DATE

Dependent coverage under the Plan shall become effective on the date Dependent eligibility requirements are met, provided the Employee makes written or electronic application for Dependent coverage on or before or within thirty (30) days after the date Dependent eligibility requirements are met subject to the enrollment requirements as follows:

1. In order to become covered under the Plan, Eligible Dependents must be identified on an Enrollment and/or Change form.
2. If the Employee makes a request for Dependent coverage on or before or within thirty (30) days immediately following his/her own effective date, then each Eligible Dependent will become effective on the same date the Employee's coverage is effective.
3. If an Employee makes a request to add a Dependent Child to the Plan in accordance with a Qualified Medical Child Support Order (QMCSO), the effective date of coverage for the Dependent Child will be the date specified in the QMCSO. Child(ren) covered by QMCSOs may be enrolled in this Plan if the Employee would otherwise be eligible for coverage regardless of whether the Employee is currently enrolled. The Plan must enroll the Eligible Employee and the Child(ren) covered by the Notice without any enrollment restrictions (i.e., they will not be considered Late Enrollees).
4. If the Covered Employee makes a request to add a Dependent spouse and/or Child who previously was not eligible for the Plan within thirty (30) days of such Dependent becoming entitled to Special Enrollment rights, the effective date of coverage is the date the individual meets the Plan's definition of Dependent.

LATE ENROLLEE

An Employee or Dependent who enrolls in the Plan more than thirty (30) days after the date of his/her initial eligibility is considered a Late Enrollee unless he/she qualifies for a Special Enrollment.

EMPLOYEE AND DEPENDENT SPECIAL ENROLLMENT PERIODS

The Plan provides Special Enrollment rights and Special Enrollment Periods for Employees and their Dependents who previously declined to enroll in the Plan and who remain eligible for the Plan.

SPECIAL ENROLLMENT PERIOD FOR LOSS OF ELIGIBILITY FOR OTHER COVERAGE

Eligible Employees and Eligible Dependents who do not enroll in the Plan at their initial opportunity because of other health coverage and subsequently lose eligibility for that other coverage (except for cause or nonpayment of premium) have Special Enrollment rights. Special Enrollment in this Plan must be requested within thirty (30) days after the date eligibility for other coverage ends. If an individual enrolls during a Special Enrollment Period, he/she is considered a Special Enrollee; he/she will not be considered a Late Enrollee.

Individuals who previously declined coverage in the Plan because of other coverage may be eligible to enroll in the Plan during the Special Enrollment Period if eligibility for other coverage is lost as a result of one of the following:

1. Legal separation, divorce, death, termination of employment or reduction in the number of hours worked;
2. Loss of Dependent status;
3. The plan no longer offers any benefits to a class of similarly situated individuals;
4. Moving out of an HMO service area with no other coverage option available;
5. Termination of a benefit package option, unless a substitute is offered;
6. Employer contributions were terminated; or
7. COBRA Continuation Coverage was exhausted.

Loss of coverage due to an individual's failure to pay premiums or contributions does not qualify for a Special Enrollment Period. Voluntarily dropping coverage does not trigger Special Enrollment rights because there is no loss of eligibility.

Length of Special Enrollment Period for Loss of Eligibility for Other Coverage

A request for a Special Enrollment due to loss of eligibility for other coverage must be made no later than thirty (30) days after the exhaustion of COBRA coverage or the termination of other non-COBRA coverage as a result of the loss of eligibility or termination of Employer contributions toward that coverage.

Effective Date of Coverage Following Special Enrollment for Loss of Eligibility for Other Coverage

The effective date of coverage for an Eligible Employee and his/her Eligible Dependents who make written or electronic application for coverage during a Special Enrollment Period will be the day following the date of loss of other coverage.

SPECIAL ENROLLMENT PERIOD FOR NEW DEPENDENT

1. An Employee who previously declined enrollment and who remains eligible for coverage under the Plan has Special Enrollment rights when the Eligible Employee acquires a new Dependent through marriage, birth, adoption or Placement for Adoption.
2. A new spouse is entitled to Special Enrollment rights when he/she becomes the spouse of a Covered Employee or when a Child becomes a Dependent of a Covered Employee through birth, adoption or Placement for Adoption.
3. A person is entitled to Special Enrollment rights when the person becomes a Dependent of a Covered Employee through marriage, birth, adoption or Placement for Adoption.

4. An Employee who previously declined enrollment and remains eligible for coverage under the Plan has Special Enrollment rights for himself/herself and the Employee's spouse if a Child becomes a Dependent of the Employee through birth, adoption or Placement for Adoption.

Length of Special Enrollment Period for New Dependents

A request for a Special Enrollment due to acquiring new Dependents must be made no later than thirty (30) days after the date of marriage, birth, adoption or Placement for Adoption.

Effective Date of Coverage Following New Dependent Special Enrollment

The effective date of coverage for an Eligible Employee and his/her Eligible Dependents who make written or electronic application for coverage during a New Dependent Special Enrollment Period will be as follows:

1. In the case of marriage: the date of marriage;
2. In the case of a Dependent's birth: the date of birth; or
3. In the case of a Dependent's adoption or Placement for Adoption: the date of such adoption or Placement for Adoption.

NOTE: Proof of Qualifying Event for Special Enrollment will be required.

SPECIAL ENROLLMENT PERIOD UNDER THE CHILDREN'S HEALTH INSURANCE PROGRAM REAUTHORIZATION ACT OF 2009 (CHIPRA)

Eligible Employees and Eligible Dependents who do not enroll in the Plan at their initial opportunity because of the Eligible Employee's and/or Eligible Dependent's coverage under Medicaid or a State Children's Health Insurance Program (CHIP) and subsequently lose eligibility for Medicaid or CHIP coverage have Special Enrollment rights. Special Enrollment in this Plan must be requested within sixty (60) days after the date eligibility for Medicaid or CHIP ends. If an individual enrolls during a Special Enrollment Period, he/she is considered a Special Enrollee; he/she will not be considered a Late Enrollee.

Eligible Employees and Eligible Dependents who do not enroll in the Plan at their initial opportunity but become eligible for a premium assistance subsidy under Medicaid or CHIP have Special Enrollment rights. Special Enrollment in this Plan must be requested within sixty (60) days after the date eligibility for Medicaid or CHIP premium assistance is determined. If an individual enrolls during a Special Enrollment Period, he/she is considered a Special Enrollee; he/she will not be considered a Late Enrollee.

ANNUAL OPEN ENROLLMENT PERIOD FOR THE EMPLOYEE MEDICAL BENEFIT PLAN

The Annual Open Enrollment Period for the Plan is a period of time designated by the Employer each year for coverage to become effective January 1, provided written or electronic application for coverage is made before the end of the Annual Open Enrollment Period or within thirty (30) days after the Annual Open Enrollment Period. All Eligible Employees and Dependents not currently enrolled in the Plan may do so during the Annual Open Enrollment Period. All Covered Employees are required to re-enroll in the Plan. If application to enroll is made more than thirty (30) days after the Annual Open Enrollment Period ends, the Employee and/or Dependent must wait until the Plan's next Open Enrollment Period to enroll.

The Plan allows a choice of Plan Options: High Deductible Health Plan and Traditional Plan. An Eligible Employee can elect one (1) Plan Option for himself/herself and the same option for his/her Eligible Dependents.

LATE ENROLLEE

A Late Enrollee is an Employee or Dependent who gave up his/her initial opportunity to enroll in the Plan. A Late Enrollee can only enroll once a year during the Annual Open Enrollment Period for the Plan unless he/she qualifies for a Special Enrollment.

EMPLOYEE LATE ENROLLEE

An Employee is considered a Late Enrollee if:

1. He/she makes written or electronic application for coverage under the Plan more than thirty (30) days after the date of his/her initial eligibility;
2. He/she is not eligible for a Special Enrollment; or
3. He/she failed to enroll by the end of a Special Enrollment Period.

Effective Date of Coverage for Employee Late Enrollees

The effective date of coverage for an Employee who is a Late Enrollee will be the effective date of the Annual Open Enrollment for the Plan.

DEPENDENT LATE ENROLLEE

A Dependent is considered a Late Enrollee if:

1. The Covered Employee makes written or electronic application for Dependent coverage after the thirty (30) day period immediately following his/her effective date of coverage and the Dependent was not enrolled by the end of a Special Enrollment Period;
2. The Covered Employee makes a written or electronic request to add a Dependent after the thirty (30) day period immediately following the date of birth, date of marriage, date of adoption or date of Placement for Adoption; or
3. An Eligible Employee (not currently enrolled in the Plan) makes a written or electronic request to add a new Dependent more than thirty (30) days after the Dependent's date of birth, date of marriage, date of adoption or date of Placement for Adoption.

Effective Date of Coverage for Dependent Late Enrollees

The effective date of coverage for each Dependent who is a Late Enrollee will be the effective date of the Annual Open Enrollment for the Plan.

The Eligibility and Effective Date provisions are subject to the requirements of the Omnibus Budget Reconciliation Act of 1993 (OBRA 1993) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as they may be amended.

COVERAGE CHANGES

A request for coverage change (addition or deletion of coverage) can be made as follows:

1. A written request for deletion of coverage can be made by signing and completing a Change Form. Deletion of coverage is subject to the Plan's Termination provisions; or
2. A written request for addition of coverage can be made by signing and completing an Enrollment or Change Form. The Effective Date of Coverage is subject to the Plan's Annual Open Enrollment, Eligibility, Effective Date, Special Enrollment Period and Late Enrollee provisions.

PLAN OPTION CHANGES

The Plan allows a choice of Plan Options. Plan Option changes can only be made once a year during the Annual Open Enrollment Period for the Plan unless there is a Special Enrollment. See section entitled Employee and Dependent Special Enrollment Periods.

TERMINATION OF COVERAGE

EMPLOYEE COVERAGE TERMINATION

An Employee's coverage shall automatically terminate at midnight on the earliest of the following dates:

1. The date employment terminates;
2. The date the Employee ceases to be eligible or ceases to be in a class of Employees eligible for coverage;
3. The end of the Stability Period for Employees failing to qualify during the previous Standard Measurement Period;
4. The date the Employee fails to make any required contribution for coverage;
5. The date the Plan is terminated; or with respect to any Employee's benefit of the Plan, the date of termination of such benefit;
6. The date the Employee enters the Uniformed Services of the United States or armed forces of any country or international organization on a full-time active duty basis if active duty is to exceed thirty-one (31) days;
7. The date the Employee requests termination of coverage, unless prohibited by law (i.e., when election changes cannot be made due to Internal Revenue Code Section 125 "change in status" guidelines)." NOTE: The Employer may offer these benefits in conjunction with a cafeteria plan under Section 125 of the Internal Revenue Code and, if so, a voluntary termination must comply with the requirements of the Code and the cafeteria plan;
8. The date the Employee fails to return to Full-time Employment following an approved Leave of Absence. See Coverage During Leave of Absence section;
9. The date the Employee takes an unapproved Leave of Absence from work; or
10. The date the Employee dies.

DEPENDENT COVERAGE TERMINATION

The Dependent coverage of an Employee shall automatically terminate at midnight on the earliest of the following dates:

1. The date the Dependent (other than a Dependent Child age twenty-six (26) or older) ceases to be an Eligible Dependent as defined in the Plan;
2. The date of termination of the Employee's coverage under the Plan;
3. The date the Employee ceases to be in a class of Employees eligible for Dependent coverage;
4. The date the Employee fails to make any required contribution for Dependent coverage;
5. The date the Plan is terminated; or with respect to any Dependent's benefit of the Plan, the date of termination of such benefit;
6. The date the Employee or Dependent enters the Uniformed Services of the United States or armed forces of any country or international organization on a full-time active duty basis if active duty is to exceed thirty-one (31) days;
7. The date the Employee requests termination of Dependent coverage, unless prohibited by law (i.e., when election changes cannot be made due to Internal Revenue Code Section 125 "change in status" guidelines)." NOTE: The Employer may offer these benefits in conjunction with a cafeteria plan under Section 125 of the Internal Revenue Code and, if so, a voluntary termination must comply with the requirements of the Code and the cafeteria plan;
8. The date the Employee fails to return to Full-time Employment following an approved Leave of Absence. See Coverage During Leave of Absence section;
9. The date the Employee takes an unapproved Leave of Absence from work;
10. The last day of the month in which the Dependent Child reaches age twenty-six (26);
11. The date the unmarried adult Dependent Child age twenty-six (26) or older for whom coverage is being continued due to the Child being Physically Handicapped or Intellectually Disabled and incapable of earning his/her own living, upon the earliest to occur of: a. cessation of such inability; b. failure to furnish any required proof of the uninterrupted continuance of such inability or to submit to any required examination; c. the Child no longer being dependent on the Employee for his/her support; or d. the

Child's marriage. However, if such earliest event occurs before the last day of the month in which such Dependent Child reaches age twenty-six (26), then coverage will terminate on the last day of the month in which such Dependent Child reaches age twenty-six (26); or
12. The date the Employee dies.

Coverage may be continued under COBRA, but continuation of coverage is not automatic upon the occurrence of a Qualifying Event. A Covered Employee or a covered Dependent is responsible for notifying the Plan Administrator within sixty (60) days after the date of certain Qualifying Events (including loss of coverage due to divorce, legal separation, or a Dependent Child ceasing to qualify as a Dependent). A change form may be obtained from the Employer. Failure to provide such notice will result in loss of eligibility to elect COBRA coverage. See Continuation of Group Health Coverage (COBRA) section for further information.

A Domestic Partner does not qualify as a spouse under Federal law. Although the Plan will treat a Domestic Partner as a "Qualified Beneficiary," this treatment does not qualify a Domestic Partner as a "Qualified Beneficiary" under IRS 1999 final regulations.

NOTE: The Termination provisions are subject to the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA), Public Law 99-272.

COVERAGE DURING LEAVE OF ABSENCE

If, after depletion of sick leave, vacation time or Paid Time Off (PTO), whichever is appropriate (if any) active work ceases due to an Employer approved non-medical temporary Leave of Absence, lay-off, an Employer approved Medical and Disability Leave, an approved Leave of Absence subject to the Family and Medical Leave Act (FMLA), an approved leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) or approved leave required by applicable State law (Family, Medical, Disability and/or other temporary leave), the Plan Administrator may, while the Plan is in force, continue the Employee's coverage (Employee and Dependent) during the period after cessation of active work due to:

1. Employer approved non-medical temporary personal Leave of Absence, or lay-off but not to exceed a period of one (1) year provided any required Employee contributions are made; or
2. Employer approved Medical and Disability Leave of Absence, but not to exceed a period of one (1) year provided any required Employee contributions are made; or
3. Approved Family and Medical Leave (FMLA), but not to exceed a period of twelve (12) weeks (or twenty-six (26) weeks in the case of a Family service member medical leave) provided any required Employee contributions are made; or
4. Approved leave as a reasonable accommodation under the Americans with Disabilities Act (ADA), as amended, for the timeframe approved by the Employer when leave is the only available accommodation; or
5. Approved leave required by applicable State law (Family, Medical, Disability and/or other temporary leave) for up to the minimum amount of time required by such State law provided any required Employee contributions are made.

The above Employer approved non-medical Leave of Absence and Employer approved Medical and Disability Leave are not concurrent with, and are not in addition to, the twelve (12) week (or twenty-six (26) weeks in the case of a Family service member medical leave) approved Family and Medical Leave (FMLA), an approved leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the minimum amount of time required by an approved leave required by applicable State law (Family, Medical, Disability and/or other temporary leave).

NOTE: If applicable State law requires a longer Leave of Absence than FMLA or any other approved Leave of Absence, then State law will prevail.

If the Employee has not returned to Employment that meets the eligibility requirements after completion of an approved Leave of Absence, or if the Employee notifies the Employer that he/she will not be returning to Employment that meets the eligibility requirements following the Leave of Absence, coverage terminates and COBRA continuation becomes available on the basis of reduction in hours. See Continuation of Group Health Coverage (COBRA) section. Failure of the Employee to make any required Employee contributions during an approved Leave of Absence will also result in termination of coverage.

Family and Medical Leave is subject to the requirements of the Family and Medical Leave Act (FMLA).

ACTIVE DUTY IN THE ARMED FORCES

If a Covered Employee and/or his/her covered Dependent(s) would lose Plan coverage as a result of the Employee being called for active duty in the armed forces of the United States, such a reduction in hours (or termination of employment) would be a COBRA Qualifying Event. Any coverage mandated under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended by the Veterans Benefits Improvement Act of 2004, will run concurrently with federally mandated COBRA coverage. For additional information, see the sections entitled Continuation of Group Health Coverage (COBRA) and Continuation of Coverage under USERRA.

The Civilian Reservist Emergency Workforce Act of 2021 ("CREW") provides eligible Employees, who are called to services by the Federal Emergency Management Agency (FEMA), rights under USERRA.

REHIRES / REINSTATEMENT OF COVERAGE

A terminated Employee who is rehired will be treated as a new hire and will be required to satisfy all Eligibility and enrollment requirements of the Plan, unless the Employee was credited with an Hour of Service with the Employer (or any member of the controlled or affiliated group) during a period of the lesser of:

1. At least thirteen (13) consecutive weeks immediately preceding the date of rehire; or
2. At least four (4) consecutive weeks or the number of consecutive weeks of the Employee's immediately preceding period of employment, whichever is greater.

If a terminated Employee is rehired by the Employer within a thirteen (13) week period immediately following the date of such termination, the Employee shall become eligible for reinstatement of coverage on the first day of the month following the date the Employee resumes employment, and the Employee's Dependents shall also become eligible for reinstatement on that date, provided that the Employee enrolls or waives enrollment within thirty (30) days of such date.

An Employee who is terminated and rehired will be treated as an Ongoing Employee upon rehire only if the Employee's break in service did not exceed thirteen (13) weeks.

For an approved Leave of Absence, an Employee will remain eligible for coverage under the Plan as long as the Employee is otherwise eligible (and enrolled) under the Plan. Note that for an approved Leave of Absence, an Employee will be treated as an Ongoing Employee, even if the Employee's absence was longer than thirteen (13) weeks.

NOTE: An exception applies for a terminated Employee on COBRA who is rehired and returns to work after expiration of the above reinstatement period. Coverage will be continuous from the date he/she resumes employment.

An Employee whose coverage would terminate due to active duty in the Uniformed Services of the United States, and who qualifies for military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA), will be reinstated on the date he/she resumes employment with the Employer provided that such resumption of employment is within the time period specified in USERRA.

The reinstatement procedures following a USERRA military leave are subject to the requirements of USERRA.

FAMILY AND MEDICAL LEAVE (FMLA)

All Employers employing at least fifty (50) workers within a seventy-five (75) mile radius of the work place must provide eligible Employees with up to twelve (12) weeks or twenty-six (26) weeks, in the case of #5 below, of job-protected Leave of Absence during a twelve (12) month period, as determined by the Employer, generally for any of the following situations:

1. The birth or adoption of a Child;
2. The serious Illness of the Employee's spouse, Child, or parent;
3. The Employee's own disabling serious Illness;
4. The qualifying exigency (as defined by the Secretary of Labor) of the Employee's spouse, Child or parent service member who is on active duty or has been notified of an impending call or order to active duty; or
5. The serious Illness or Injury of the Employee's spouse, Child, parent or next of kin service member whose Illness or Injury was incurred in the line of duty that may render the member unfit to perform the duties of the service member's office, grade, rank or rating.

ELIGIBLE EMPLOYEES: Employees who have been employed by the Employer for at least twelve (12) months and who have worked at least 1,250 hours for the Employer during the previous twelve (12) months are eligible for Family and Medical Leave.

BENEFIT REQUIREMENT: The Employer must provide the same group health plan during the leave under the same level of contribution required during active employment.

RETURN TO EMPLOYMENT: Although the leave is unpaid, the Employee must be guaranteed return to the same or equivalent position with equivalent Employee benefits, pay, and other terms of employment. (Note: An Employer may deny job restoration under the leave law to Employees who are in the highest paid 10% of Employees.)

Employee benefits may include:

- group life
- educational benefits
- sick leave
- medical
- annual leave
- disability
- dental
- pensions

If an Employee chooses not to retain Plan coverage during Family and Medical Leave, Plan coverage may be restored upon return to active service as an Eligible Employee. Employees must be treated as though no service interruption had occurred. Any period of coverage provided for disability may run concurrently with Family and Medical Leave.

The above listing of Employee benefits may or may not be applicable to every Employer's plan of benefits. This section is intended as a summary of the Family and Medical Leave Act of 1993 (FMLA), effective August 5, 1993, as amended, not as a complete interpretation of the law.

NOTE: An Eligible Employee must refer to the Employer's policy for complete information.

CONTINUATION OF GROUP HEALTH COVERAGE (COBRA)

CONTINUATION OF COVERAGE

(Applies to Medical, Prescription Drug and Dental Coverage)

When Plan coverage terminates due to a Qualifying Event, a Covered Employee or covered Dependent is a Qualified Beneficiary and eligible to elect continued group health coverage ("COBRA coverage"). COBRA coverage is the same health coverage that applies to Covered Employees and covered Dependents under the Plan. However, the individual electing COBRA coverage must pay the full cost of the coverage plus an administrative fee of 2%.

The length of time COBRA coverage can be continued is based upon the date of and the applicable Qualifying Event as described below:

<u>Qualified Beneficiary</u>	<u>Qualifying Event</u>	<u>Maximum Coverage Period</u>
Covered Employee and/or Covered Dependent	Loss of coverage due to termination of employment (other than for gross misconduct) or reduction in hours	18 months
Disabled Covered Employee and/or Disabled Covered Dependent and each Qualified Beneficiary who is not disabled*	Loss of coverage due to termination of employment (other than for gross misconduct) or reduction in hours	29 months*
Covered Dependent	Loss of coverage due to divorce, legal separation or death of Employee	36 months
Covered Dependent	Loss of coverage due to Dependent Child losing eligibility as a Dependent Child	36 months
Covered Dependent	Loss of coverage due to Covered Employee's entitlement to Medicare (See Special Medicare Entitlement Rule section.)	36 months

NOTE: "Qualified Beneficiary" is a term defined under IRS 1999 final regulations to mean a Covered Employee, the spouse of a Covered Employee, or the Dependent Child of a Covered Employee. Continuation coverage for Domestic Partners and their Dependents is offered voluntarily by the Employer and is not required by or subject to COBRA. As this is COBRA-equivalent coverage, a Domestic Partner will be treated as a Qualified Beneficiary to the same extent as if the Domestic Partner were the Employee's spouse and will have independent election rights, including in the event of the Covered Employee's death. In addition, the Dependent Children of a covered Domestic Partner will be treated as "Qualified Beneficiaries" for these purposes to the same extent that Dependents of a spouse would be so treated and will have independent election rights, including in the event of the Covered Employee's death. Although the Plan will treat a Domestic Partner as a "Qualified Beneficiary," this treatment does not qualify a Domestic Partner as a "Qualified Beneficiary" under IRS 1999 final regulations.

QUALIFIED BENEFICIARY

A Qualified Beneficiary also includes a Child born to or placed for adoption with a former Covered Employee/Qualified Beneficiary during the period of COBRA coverage. Newborns and adopted Children of former Covered Employees/Qualified Beneficiaries have independent COBRA rights and can remain on the Plan even if the former Covered Employee/Qualified Beneficiary drops coverage.

***SOCIAL SECURITY DISABILITY**

If a Covered Employee or a covered Dependent is determined to be disabled, as defined in the Social Security Act, on the date of the termination of employment or reduction in hours, or at any time during the first sixty (60) days of COBRA Continuation Coverage, the disabled person may be entitled to continue COBRA coverage for up to twenty-nine (29) months from the date of termination of employment or reduction in hours, provided the Social Security Administration determines, during the initial eighteen (18) month coverage period, that the individual is disabled. To qualify for the eleven (11) month extension of the maximum coverage period, the disabled person must provide the Plan Administrator with a copy of the Social Security Administration determination letter within sixty (60) days of receipt of same, and not later than the expiration of the original eighteen (18) month initial coverage period.

The cost of COBRA coverage for an individual entitled to extended coverage due to Social Security Disability for the period after the end of the eighteen (18) month COBRA coverage period will increase to 150% of the full cost for active participants.

SECONDARY QUALIFYING EVENTS

If COBRA coverage is elected by a covered Dependent based on the Covered Employee's loss of coverage due to termination of employment or reduction in hours and a second Qualifying Event (divorce, legal separation, death or a Dependent Child losing eligibility as a Dependent Child) occurs during the eighteen (18) month COBRA coverage period, the covered Dependent's maximum COBRA coverage period will begin on the date of the first Qualifying Event and continue for a thirty-six (36) month period. For example: If a Covered Employee terminates employment on December 31, 2022 the Employee's covered Dependent elects COBRA coverage, and the former Employee dies before July 1, 2024 (that is prior to the end of the original eighteen (18) month COBRA coverage period), the maximum COBRA coverage period for the Dependent who elected COBRA coverage is extended until December 31, 2025.

SPECIAL MEDICARE ENTITLEMENT RULE

Entitlement to Medicare is not considered a traditional secondary Qualifying Event for a covered Dependent; however, Medicare entitlement does provide potentially longer periods of continuation coverage to certain Qualified Beneficiaries based on the sequence of events. If a Covered Employee becomes entitled to Medicare, but the Employee is still a full-time active Employee, this event is not a COBRA Qualifying Event since Medicare entitlement alone does not cause a loss of coverage. If the Covered Employee voluntarily terminates employment after the Medicare entitlement date, the loss of coverage triggers a potential eighteen (18) month COBRA continuation period for all Qualified Beneficiaries. While the Covered Employee is only entitled to eighteen (18) months of COBRA Continuation Coverage, the other Qualified Beneficiaries (spouse and/or Dependent Children) are entitled to eighteen (18) months or thirty-six (36) months, measured from the date of the Employee's Medicare entitlement, whichever is greater.

EMPLOYEE RESPONSIBILITIES

COBRA coverage is not automatic upon the occurrence of a Qualifying Event. COBRA coverage must be elected as described below. In addition, a Covered Employee or a covered Dependent is responsible for notifying the Plan Administrator within sixty (60) days after the date of the Qualifying Event if the Qualifying Event is the loss of coverage due to divorce, legal separation, or a Dependent Child losing eligibility as a Dependent Child. A change form may be obtained from the Employer. Failure to provide such notice will result in loss of eligibility to elect COBRA coverage.

A Qualified Beneficiary must elect COBRA coverage no later than sixty (60) days after the date the eligible individual is sent an election form describing his/her right to elect continuation coverage (COBRA Election Period). If a Qualified Beneficiary elects coverage during the sixty (60) day COBRA Election Period, coverage is continuous from the time coverage would otherwise have been lost. A properly completed

election form must be returned to the Plan Administrator, signed and dated, by the end of the COBRA Election Period.

If premium payment is not sent with the election form, initial premium payment for COBRA coverage must be received no later than forty-five (45) days after the date COBRA coverage was elected. Initial payment must cover the retroactive monthly coverage period beginning with the date of loss of coverage. **Coverage will not become effective until initial premium payment is received.**

Coverage will remain in effect if subsequent premiums are paid no later than thirty (30) days after the due dates of such payments. **Failure to pay premiums within the time periods specified will result in termination of COBRA coverage. Once continuation is terminated, the coverage cannot be reinstated.** If timely payments of the premium are made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid is deemed to satisfy the Plan's requirement for the amount that must be paid for continuation coverage, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time (30 days) for payment of the deficiency to be made. For purposes of this section an amount not significantly less than the amount the Plan requires to be paid shall be defined as not more than the lesser of \$50 or 10% of the required payment amount.

TERMINATION OF COBRA CONTINUATION COVERAGE

COBRA coverage, for a Qualified Beneficiary who elects such coverage, will terminate prior to the completion of the eighteen (18) month, twenty-nine (29) month, or thirty-six (36) month period previously described upon one of the following occurrences:

1. The Qualified Beneficiary becomes covered by another group health plan **after** the date of COBRA election;
2. Required contributions are not paid by or on behalf of the Qualified Beneficiary in a timely manner;
3. The Qualified Beneficiary becomes entitled to benefits under Medicare **after** the date of COBRA election;
4. The Qualified Beneficiary makes a request, in writing, to terminate coverage; or
5. The Plan Sponsor ceases to provide any group health plan to any similarly situated Employee.

NEW DEPENDENTS

If during the eighteen (18) months, twenty-nine (29) months or thirty-six (36) months, if applicable, of COBRA coverage, a Qualified Beneficiary acquires new Dependents (such as through marriage), the new Dependent(s) may be added to the coverage according to the provisions of the Plan. However, the new Dependents do not gain the status of a Qualified Beneficiary and will lose coverage if the Qualified Beneficiary who added them to the Plan loses coverage.

An exception to this is a Child who is born to, or a Child who is placed for adoption with, the Covered Employee Qualified Beneficiary. If the newborn or adopted Child is added to the Covered Employee's COBRA Continuation Coverage, then, unlike a new spouse, the newborn or adopted Child will gain the rights of all other Qualified Beneficiaries. The addition of a newborn or adopted Child does not extend the eighteen (18) or twenty-nine (29) month coverage period. Plan procedures for adding new Dependents can be found in the Eligibility and Effective Date sections of this Plan. Premium rates will be adjusted at that time to the applicable rate.

OPEN ENROLLMENTS

Should an Open Enrollment Period occur during the COBRA continuation period, the Plan Administrator will notify the COBRA Participant of that right as well. If an Open Enrollment Period occurs, the Qualified Beneficiary will have the same rights to select the coverage and any of the options or plans that are available for similarly situated non-COBRA Participants.

TIMING OF THE ELECTION NOTICE

If a Qualifying Event is the Covered Employee's loss of coverage due to termination of employment, reduction in hours, death or Medicare entitlement, the Plan Administrator has forty-four (44) days to notify the Qualified Beneficiary of the right to elect COBRA coverage or, if applicable, the Plan Administrator must notify the COBRA Administrator within thirty (30) days of the Qualifying Event, and the COBRA Administrator has fourteen (14) days to notify the Qualified Beneficiary of the right to elect COBRA coverage.

CONTINUATION OF COVERAGE UNDER USERRA

This section summarizes continuation of coverage under this Plan for Employees absent from work due to military service. The Plan intends to provide benefits as a result of military Leave of Absence as mandated by USERRA, as it may be amended from time to time.

As an Employee you have a right to choose this continuation of coverage if you are absent from work due to service in one of the uniformed services of the United States. "Service" means: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and absence from work to determine the Employee's fitness for any of the designated types of duty.

Employees who are dishonorably discharged from the military are not eligible for continuation of coverage under USERRA.

Under the law, the Employee must give the Employer written or verbal advance notice of the military leave, if it is practical to do so, and failure to do so may result in the departing Employee's coverage being cancelled, unless the Employee is excused from giving advance notice of service under USERRA's provisions because it was impossible, unreasonable, or precluded by military necessity. A designated, authorized officer of the branch of the military in which the Employee will be serving may also provide such notice directly to the Employer.

Coverage also may be cancelled if a departing Employee leaves for a period of service that exceeds thirty (30) days and gives advance notice of service, but fails to elect continuation coverage. However, should the Employee pay all unpaid amounts due within sixty (60) days from the date the Employee left for such service, then the Employee will be retroactively reinstated with uninterrupted coverage to the Employee's date of departure.

If the Employee chooses Continuation of Coverage under USERRA, the Employer is required to offer coverage identical to that provided under the Plan prior to the Employee's military leave. If the Employee takes military leave on or after December 10, 2004, and the Employee lost coverage due to that military service, the Employee has the right to elect to extend coverage for the Employee, the Employee's spouse and the Employee's Dependents who are covered by the Plan for up to twenty-four (24) months while the Employee remains on active duty, or during the period that the Employee's reemployment rights are protected. During the first thirty (30) days of leave, the cost of the coverage the Employee elects is the same as the rate that the Employee paid as an Employee. After that time, the rate is the same rate that the Plan charges for COBRA Continuation Coverage. If the Employee or another member of the Employee's Family covered by the Plan becomes disabled during the first sixty (60) days of such coverage, and the Employee provides to the Plan a copy of the Social Security Administration determination of disability before the end of the twenty-four (24) months of coverage, the coverage by the Plan for the Employee, as well as the Employee's spouse and other Family members, can be extended to twenty-nine (29) months. The Employee will have to pay a higher rate for this additional five (5) months of coverage. In addition, if there is an event that would allow the Employee's spouse or Dependent to receive thirty-six (36) months of COBRA coverage, as described above under the COBRA Continuation Coverage provisions, then the Employee's spouse or Dependent will be entitled to elect such coverage if they notify the Plan within sixty (60) days after the event occurs.

If the Employee does not make timely premium payments, then the Plan will provide the Employee with thirty (30) days written notice to pay the premiums. If the Employee fails to pay the requested premium(s) within the thirty (30) days, the Plan has the right to cancel the Employee's continuation of coverage.

If an Employee's or a Dependent of an Employee's health plan coverage was terminated by reason of service in the uniformed services, that coverage must be reinstated upon reemployment, unless the Plan imposes an exclusion or Waiting Period as to illnesses or injuries determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of service.

If you feel you might have continuation rights under USERRA, please contact Human Resources as soon as possible.

DEFINITIONS

Terminology listed below, along with the definition or explanation of the manner in which the term is used, will be recognized for the purpose of this Plan, only if used in this Plan. Terms defined, but not used in this Plan, are to be considered general in nature and are in no way to be used to define or limit benefits or provisions of the Plan. Words or phrases used in this Plan that are capitalized or set forth in bold type but not defined in the Plan are contained in that form as section headings or for ease of review and are intended to have the general meanings associated with such words or phrases based on the context in which they are used.

Masculine pronouns used in this Plan Document shall include masculine or feminine gender unless the context indicates otherwise.

Wherever any words are used herein in the singular or plural, they shall be construed as though they were in the plural or singular, as the case may be, in all cases where they would so apply.

Accident: A sudden and unforeseen event, or a deliberate act resulting in unforeseen consequences.

Accidental Injury: See definition of "Injury".

Actively at Work: As applied to an Employee: the Employee will be considered "Actively at Work" on any day the Employee performs in the customary manner all of the regular duties of employment; an Employee will be deemed "Actively at Work" on each day of a regular paid vacation or on a regular non-working day on which the Covered Employee is not totally disabled, provided the Covered Employee was "Actively at Work" on the last preceding regular work day. An Employee shall be deemed Actively at Work if the Employee is absent from work due to a health factor, subject to the Plan's Leave of Absence provisions.

ADA: The American Dental Association.

Administrative Period: A period of time selected by the Employer beginning immediately following the end of the Measurement Period and ending immediately before the start of the associated Stability Period. This period of time is used by the Employer to determine if Variable Hour Employees and/or Ongoing Employees are eligible for coverage and, if so, to make an offer of coverage.

Adverse Benefit Determination: Any denial, reduction or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit, including any such denial, reduction, rescission of coverage, termination or failure to provide or make payment that is based on certain benefit coverage and eligibility determinations.

Adverse Benefit Determination on Appeal: The upholding or affirmation of an appealed Adverse Benefit Determination.

Allowable Claim Limits: The charges for services and supplies, listed and included as Covered Medical Expenses under the Plan, which are Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that such fees are within the Allowable Claim Limits. See Claim Review and Audit Program section.

Allowable Expense: The Usual and Customary charge within Allowable Claim Limits for any Medically Necessary, Reasonable eligible item of expense, at least a portion of which is covered under this Plan. When some other plan provides benefits in the form of services rather than cash payments, the Reasonable cash value of each service rendered, in the amount that would be payable in accordance with the terms of the Plan, shall be deemed to be the benefit. Benefits payable under any other plan include the benefits that would have been payable had Claim been duly made.

Alternate Recipient: Any Child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Participant's Eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an Eligible Dependent, but for

purposes of the reporting and disclosure requirements an Alternate Recipient shall have the same status as a Participant.

Alternative Care Plan: In circumstances where there is a reasonable expectation of savings for standard of care medical treatment, medication, or other services and this alternative care can be substituted for more costly care while remaining the treatment of choice, an Alternative Care Plan will be developed to optimize the savings obtained by the services substituted. Example: Substituting Home Health Private Duty Nursing for care in an Inpatient Skilled Nursing Facility.

AMA: The American Medical Association.

Ambulatory Surgery Center: An institution or Facility, either free-standing or as a part of a Hospital with permanent Facilities, equipped and operated for the primary purpose of performing Surgical Procedures and to which a patient is admitted and from which a patient is discharged within a twenty-four (24) hour period. An office maintained by a Physician for the practice of medicine or dentistry, or for the primary purpose of performing terminations of Pregnancy, shall not be considered as an Ambulatory Surgery Center.

Ancillary Services: Incidental services that assist a medical procedure, but are not essential to the accomplishment of the medical procedure (i.e., laboratory testing).

Annual: Yearly; occurring once each Calendar Year.

Traditional Plan:

Annual Out-of-Pocket Maximum: The Maximum dollar amount a Covered Person will pay for Covered Medical Expenses, including the Calendar Year Deductible Medical Copays, but excluding any Covered Charges already paid at 100% in any one Calendar Year period, unless otherwise specified in the Schedule of Benefits. A separate Prescription Drug Annual Out-of-Pocket Maximum applies to Prescription Drug Copays and Expenses.

High Deductible Health Plan:

Annual Out-of-Pocket Maximum: The Maximum dollar amount a Covered Person will pay for Covered Medical and Prescription Drug Expenses including the Calendar Year Deductible, but excluding any Covered Charges already paid at 100% in any one Calendar Year period, unless otherwise specified in the Schedule of Benefits.

Applied Behavior Analysis (ABA) Therapy: Applied Behavior Analysis (ABA) Therapy is a scientific approach that applies the understanding of how behavior works to real situations with the goal of increasing behaviors that are helpful, and decreasing behaviors that are harmful or that affect learning. ABA Therapy involves many techniques for understanding and changing behavior. ABA Therapy programs can help to increase language and communication skills; improve attention, social skills, and academics; and decrease problem behaviors.

Approved Clinical Trial: A phase I, II, III or IV trial that is federally funded by specified Agencies (National Institutes of Health, CDCP, Agency for Health Care Research, CMS, Dept. of Defense or Veterans Affairs, or a non-governmental entity identified by NIH guidelines) or is conducted under an Investigational new Drug application reviewed by the FDA (if such application is required).

Assignment of Benefits: An arrangement whereby the Plan Participant assigns his/her right to seek and receive payment of eligible Plan benefits, in strict accordance with the terms of this Plan Document, to a Provider. If a Provider accepts said arrangement, Provider's rights to receive Plan benefits are equal to those of a Plan Participant, and are limited by the terms of this Plan Document. A Provider that accepts this arrangement indicates acceptance of an "Assignment of Benefits" as consideration in full for services, supplies, and/or treatment rendered.

Authorized Representative: Person authorized to act on behalf of a Claimant for a benefit Claim or appeal of an Adverse Benefit Determination.

Autism Spectrum Disorder: A disorder that includes autism, Asperger's Syndrome or pervasive development disorder.

Benefit Determination: A determination by the Plan Administrator or Claims Administrator on a Claim for benefits, including an Adverse Benefit Determination.

Benefit Percentage: The portion of Covered Expenses to be paid by the Plan in accordance with the coverage provisions as shown on the Schedule of Benefits. It is the basis used to determine any out-of-pocket expenses including the Calendar Year Deductible, Medical Copays/Expenses and Prescription Drug Copays/Expenses including the Calendar Year Deductible which are to be paid by the Covered Person.

Birthing Center: A Facility, staffed by Physicians, which is licensed as a Birthing Center in the jurisdiction where it is located.

Breach: A Breach is, generally, an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information such that the use or disclosure poses a significant risk of financial, reputational, or other harm to the affected individual.

Calendar Year: A period of time commencing on January 1 and ending on December 31 of the same given year.

Certified IDR Entity: An entity responsible for conducting determinations under the No Surprises Act and that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

Chemical Dependency: The abuse of, or psychological or physical dependency on, or addiction to, alcohol or a controlled substance. A "controlled substance" means a toxic inhalant or a substance designated as a controlled substance as declared by Federal and State law where applicable.

Chemical Dependency Treatment Center: A Facility which provides a program for the treatment of Chemical Dependency pursuant to a written treatment plan approved and monitored by a Physician and is also:

1. Accredited as such a Facility by the Council on Accreditation (COA) or Joint Commission on Accreditation of Health Care Organizations or sponsored by the A.M.A. or A.H.A.;
2. Affiliated with a Hospital under contractual agreement with an established system for patient referral;
3. Licensed as a Chemical Dependency treatment program by the applicable State Commission on Alcohol and Drug Abuse; and
4. Licensed, certified or approved as a Chemical Dependency treatment program or center by any other State agency having legal authority to so license, certify or approve.

Child(ren): In addition to the Employee's own blood descendant of the first degree or lawfully adopted Child, a Child placed with a Covered Employee in anticipation of adoption, a Covered Employee's Child who is an Alternate Recipient under a Qualified Medical Child Support Order as required by the Federal Omnibus Budget Reconciliation Act of 1993, any stepchild, or any other Child for whom the Employee has been legally appointed guardian or conservator. See definition of "Dependent" for any other eligibility provisions for a Child.

CHIP: Refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.

CHIPRA: Refers to the Children's Health Insurance Program Reauthorization Act of 2009 or any provision or section thereof, which is herein specifically referred to, as such act.

Chiropractic Services: The detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebrae) column.

Claim: A request for a Plan benefit or benefits made by a Claimant in accordance with the Plan's reasonable procedure for filing benefit Claims.

Claim Determination Period: A Calendar Year, a Plan Year or that portion of a Calendar or Plan Year during which the Covered Person, for whom Claim is made, has been covered under this Plan.

Claimant: Individual for whom a Claim is filed.

Claims Administrator: The third party or parties with whom the Plan Administrator has contracted to process the Claims for the benefits under this Plan.

Clean Claim: A Clean Claim is one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or a third party. It is a Claim which has no defect or impropriety. A defect or impropriety shall include a lack of required substantiating documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include Claims under investigation for fraud and abuse or Claims under review for Medical Necessity and Reasonableness, or fees under review for Usual and Customariness, or any other matter that may prevent the charge(s) from being covered expenses in accordance with the terms of this document.

Filing a Clean Claim. A Provider submits a Clean Claim by providing the required data elements on the standard Claim forms, along with any attachments and additional elements or revisions to data elements of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to Claim submittal) to ensure charges constitute covered expenses as defined by and in accordance with the terms of this document. The paper Claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A Claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

Close Relative: Includes the spouse, mother, father, sister, brother, Child, or in-laws of the Covered Person.

COBRA: Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

COBRA Continuation Coverage: Coverage under this Plan that satisfies an applicable COBRA continuation provision.

COBRA Election Period: The sixty (60) day period during which a COBRA Qualified Beneficiary, who would lose coverage as a result of a Qualifying Event, may elect Continuation Coverage under COBRA. This sixty (60) day period begins the later of:

1. The date of termination of coverage as a result of a Qualifying Event; or
2. The date of the notice of the right to elect COBRA Continuation Coverage under this Plan.

COBRA Qualified Beneficiary: A former Employee or Dependent covered under this Plan on the day before the Qualifying Event who is eligible for continuing coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments. A COBRA Qualified Beneficiary has independent election rights. A Domestic Partner does not qualify as a spouse under Federal law. If termination of employment occurs, the Plan will treat a Domestic Partner as a "Qualified Beneficiary"; however, this treatment does not qualify a Domestic Partner as a "Qualified Beneficiary" under IRS 1999 final regulations.

Coinsurance: The portion of Covered Expenses that is shared by the Plan and the Covered Person in a specific ratio (i.e., 80%/20%) after the Calendar Year Deductible has been satisfied. The amount of Coinsurance paid by or on behalf of the Covered Person is applied toward the Covered Person's or Family's Annual Out-of-Pocket Maximum.

Complications of Pregnancy: A Disease, disorder or condition which is diagnosed as distinct from normal Pregnancy but adversely affected by or caused by Pregnancy. This includes, but is not limited to:

1. Inter-abdominal Surgery, including cesarean section;
2. Excessive vomiting (hyperemesis gravidarum);
3. Toxemia with convulsions (eclampsia);
4. Extra-uterine Pregnancy (ectopic);
5. Postpartum hemorrhage;
6. Rupture or prolapse of the uterus;
7. Spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible;
8. Similar medical and surgical condition of comparable severity.

Complications of Pregnancy will not include:

1. Elective abortion;
2. False labor;
3. Occasional spotting;
4. Physician prescribed rest;
5. Morning sickness; or
6. Similar conditions associated with the management of a difficult Pregnancy.

Concurrent Review: The Utilization Review department's review of a Hospital stay, periodically evaluating the need for continued hospitalization.

Congenital Anomaly: A Congenital Anomaly may be viewed as a physical, metabolic or anatomic deviation from the normal pattern of development that is apparent at birth or detected during the first year of life.

Copay: The portion of Covered Expenses which is payable by the Covered Person and which is not applicable to the Calendar Year Deductible unless otherwise stated in this Plan Document.

Corrective Shoes: Shoes with a prescription correction which is a permanent and integral part of the shoe.

Cosmetic Procedure/Cosmetic Surgery: A procedure performed solely for the improvement of a Covered Person's appearance rather than for the improvement or restoration of bodily function.

Covered Dental Expenses: The Usual and Customary fees incurred by the Covered Person for dental services which are provided or rendered by a Dentist and not listed as an exclusion in Dental Plan Limitations and Exclusions.

Covered Employee: An Employee meeting the eligibility requirements for coverage as specified in this Plan and who is properly enrolled in the Plan.

Covered Medical Expenses (Covered Expenses): The Reasonable and Usual and Customary charges, Allowable Claim Limit charges and/or contracted PPO charges incurred by or on behalf of a Covered Person for the Hospital or other medical services listed below which are:

1. Ordered by a Physician or licensed Practitioner;
2. Medically Necessary for the treatment of an Illness or Injury;
3. Not of a luxury or personal nature; and
4. Not excluded under the Major Medical Exclusions and Limitations section of this Plan.

Covered Person: An Employee, a Dependent, a COBRA Qualified Beneficiary or a COBRA Qualified Beneficiary's Dependent meeting the eligibility requirements for coverage as specified in this Plan, and who is properly enrolled in the Plan.

Custodial Care: That type of care or service, wherever furnished and by whatever name called, which is designed primarily to assist a Covered Person, whether or not totally disabled, in the activities of daily living. Such activities include, but are not limited to: bathing, dressing, feeding, preparation of special diets,

assistance in walking or in getting in and out of bed, and supervision over medication which can normally be self-administered.

Date of Hire: The Employee's first day of Full-time or Part-time Employment with the Employer.

Deductible: A specified dollar amount of Covered Expenses which must be incurred during a Calendar Year before any other Covered Expenses can be considered for payment according to the applicable Benefit Percentage. The Plan Administrator reserves the right to allocate and apportion the Deductible and benefits to any Covered Persons and assignees.

Dependent:

1. The Covered Employee's legal licensed spouse. Such spouse must have met all the requirements of a valid marriage contract in accordance with the laws of the State in which such parties were married. A common-law marriage recognized by the State in which the Covered Employee resides may be considered a legal marriage for this Plan. **NOTE:** Proof of legal status may be required by the Plan Administrator.
2. A Covered Employee's Domestic Partner who has a single, dedicated relationship with the Employee that contains the following elements:
 - a. Both the Employee and Domestic Partner are at least eighteen (18) years of age and mentally competent to consent to contract; and
 - b. The relationship is intended to last indefinitely.

A "Statement of Domestic Partnership" must be completed, notarized and provided to the Plan Administrator to establish a Domestic Partner's spousal equivalency.
3. The Covered Employee's Child who meets all of the following conditions:
 - a. Is less than **twenty-six (26) years of age**; and
 - b. Is either a:
 - i. Natural (biological) Child; or
 - ii. Child who has been legally adopted or placed for adoption with the Covered Employee; or
 - iii. Stepchild; or
 - iv. Foster Child; or
 - v. Child who has been placed under the legal guardianship or conservatorship of the Covered Employee or the Employee's covered Dependent spouse; or
 - vi. Child of a Domestic Partner.

The age requirement above is waived for any unmarried Child who is Physically Handicapped or Intellectually Disabled and incapable of sustaining his/her own living, who has the same legal residence as the Employee for more than one-half of the Calendar Year, and who does not provide more than one-half of his/her own support for the Calendar Year in which the Child is enrolled for coverage under the Plan. Such Child must have been mentally or physically incapable of earning his/her own living prior to attaining the limiting age stated above. Proof of incapacity must be furnished to the Plan Administrator at the time of initial enrollment or within thirty (30) days of the date such Dependent's coverage would have otherwise terminated due to the age requirement. In addition, the Claims Administrator reserves the right to request proof of continued incapacity at any time.

NOTE: Proof of Dependent eligibility may be required.

Detoxification: The process whereby an alcohol-intoxicated person or person experiencing the symptoms of Substance Abuse is assisted, in a Facility licensed by the Department of Health, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol, alcohol dependency

factors or alcohol in combination with Drugs as determined by a licensed Physician, while keeping the physiological risk to the patient at a minimum.

Developmental Delay: A significant variation in normal development as measured by appropriate diagnostic instruments and procedures in one or more of the following: cognitive development, physical development, communication development, social or emotional development or adaptive development.

Direct Agreement: A complete agreement between a Directly Contracted Provider and Imagine360 or the Plan Sponsor which contains the terms and conditions under which the Covered Person may access discounted fees and/or negotiated or scheduled reimbursement rates which the Plan adopts as Allowable Claims Limits for Claims submitted by directly contracted Providers.

Directly Contracted Provider: A medical Provider, supplemental benefit provider, and/or supplemental network partner which has entered into a Direct Agreement with Imagine360, including any affiliates, or the Plan Sponsor to provide certain medical services to Covered Persons at agreed upon Allowable Claim Limits.

Disease: Any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an Employee under any Workers' Compensation law, occupational Disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as a sickness, Illness or Disease.

Domestic Partners: Applies to two (2) individuals either of the same sex or opposite sex who live together in a long-term relationship of indefinite duration with an exclusive mutual commitment in which the Domestic Partners agree to be jointly responsible for each other's common welfare and share financial obligations.

Donor: One who furnishes blood, tissue, or an organ to be used in another person.

Drug: *"Drug" shall mean a Food and Drug Administration (FDA) approved Drug or medicine that is listed with approval in the United States Pharmacopeia, National Formulary or AMA Drug Evaluations published by the American Medical Association (AMA), that is prescribed for human consumption, and that is required by law to bear the legend: "Caution—Federal Law prohibits dispensing without prescription," or a State restricted drug (any medicinal substance which may be dispensed only by prescription, according to State law), legally obtained and dispensed by a licensed drug dispenser only, according to a written prescription given by a Physician and/or duly licensed Provider. "Drug" shall also mean insulin for purposes of injection. The Plan Administrator in its sole discretion may deem a medication which would otherwise not meet the definition of "Drug" a Covered Expense under the Plan, provided the safety and efficacy can be reasonably confirmed, for example, a foreign version of an FDA-approved Drug.*

Durable Medical Equipment: Equipment which is:

1. Able to withstand repeated use;
2. Primarily and customarily used to serve a medical purpose; and
3. Not generally useful to a person in the absence of Illness or Injury.

Elective Surgical Procedure/Elective Surgery: A non-Emergency Surgical Procedure which is scheduled at the Covered Person's convenience without endangering the Covered Person's life or without causing serious impairment to the Covered Person's bodily functions.

Electronic Protected Health Information (ePHI): "Electronic Protected Health Information (ePHI)" has the meaning set forth in 45 C.F.R. Section 160.103, as amended from time to time, and generally means Protected Health Information that is transmitted or maintained in any electronic media.

Eligible Dependent: An Employee's Dependent who meets the Plan's eligibility requirements to enroll for coverage while the Employee is covered under the Plan.

Eligible Employee: An Employee and who is employed by the Employer on a full-time or part-time basis for an average of at least thirty (30) hours per week.

Emergency/Medical Emergency: A situation where necessary treatment is required as the result of a sudden and severe medical event or acute condition. An Emergency includes poisoning, shock, and hemorrhage. Other Emergencies and acute conditions may be considered on receipt of proof, satisfactory to the Plan, that an Emergency did exist. The Plan may, at its own discretion, request satisfactory proof that an Emergency or acute condition did exist. Some examples of an Emergency are: apparent heart attack, severe bleeding, sudden loss of consciousness, severe or multiple Injuries, convulsions, respiratory distress including asthma attacks, apparent poisoning or severe pain from the sudden onset of an illness. Some examples of conditions that are not generally considered an Emergency are: colds, influenza, ear infections, nausea or headaches.

Emergency Services: With respect to an Emergency/Medical Emergency:

1. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the Emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including Ancillary Services routinely available to the Emergency department to evaluate such Emergency medical condition; and
2. Within the capabilities of the staff and Facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an Emergency/Medical Emergency, Emergency Services shall also include an item or service provided by a Non-PPO Provider or Facility (regardless of the department of the Hospital or Facility in which items or services are furnished) after the Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-PPO Provider.

Employee: A person who is determined by the Employer to either be employed for Full-time or Part-time Employment or employed as a Variable Hour Employee who has completed the most recent Measurement Period and entered a Stability Period.

Employer: The Employer and any affiliates adopting the Plan with the consent of the Employer by approval of the affiliate entity's governing body.

Enrollment Date: The Enrollment Date in the Plan for an Eligible Employee who enrolls in the Plan during his/her initial eligibility period is the Employee's Date of Hire. The Enrollment Date for a Special Enrollee or a Late Enrollee is the first day of coverage in the Plan.

Essential Health Benefits: "Essential Health Benefits" shall mean, under section 1302(b) of the Patient Protection and Affordable Care Act (PPACA), those health benefits to include at least the following general categories and the items and services covered within the categories: ambulatory patient services; Emergency Services; hospitalization; maternity and newborn care; mental health and Substance Abuse disorder services, including behavioral health treatment; Prescription Drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic Disease management; and pediatric services, including oral and vision care.

Experimental/Investigational: Services or treatments that are not widely used or accepted by most Practitioners or lack credible evidence to support positive short or long-term outcomes from those services or treatments, and that are not the subject of, or in some manner related to, the conduct of an Approved

Clinical Trial, as such term is defined herein; these services are not included under or as Medicare reimbursable procedures, and include services, supplies, care, procedures, treatments or courses of treatment which:

1. Do not constitute accepted medical practice under the standards of the case and by the standards of a reasonable segment of the medical community or government oversight agencies at the time rendered; or
2. Are rendered on a research basis as determined by the United States Food and Drug Administration and the AMA's Council on Medical Specialty Societies.

Non-approved Phase I and II clinical trials shall be considered Experimental. Non-approved clinical trials include anything that is not listed in the Approved Clinical Trial definition.

A Drug, device, or medical treatment or procedure is Experimental:

1. If the Drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the Drug or device is furnished;
2. If reliable evidence shows that the Drug, device or medical treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials (unless identified as a covered service elsewhere) or under study to determine its:
 - a. maximum tolerated dose;
 - b. toxicity;
 - c. safety;
 - d. efficacy; and
 - e. efficacy as compared with the standard means of treatment or diagnosis; or
3. Reliable evidence shows that the opinion among experts regarding the treatment, procedure, device, Drug, or medicine is that the preponderance of current evidence does not support its efficacy, safety, or its efficacy as compared with the standard means of treatment or with regard to medication, has not determined its maximum tolerated dose.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative medical and scientific literature;
2. The written protocol or protocols used by the treating Facility or the protocol(s) of another Facility studying substantially the same Drug, device, or medical treatment or procedure; or
3. The written informed consent used by the treating Facility or by another Facility studying substantially the same Drug, device, or medical treatment or procedure.

Subject to a medical opinion, if no other FDA approved treatment is feasible and as a result the Participant faces a life or death medical condition, the Plan Administrator retains discretionary authority to cover the services or treatment.

Medical care and treatment, including prescriptions/diagnostics/labs that are not related directly to a clinical trial are considered for coverage under the Plan for those patients participating in a clinical trial.

Facility/Free-standing Facility: A facility means a Hospital or treatment center that provides medical services on an Inpatient and/or Outpatient basis. A Free-standing Facility is an independent Facility which provides medical services on an Outpatient basis, which may or may not be affiliated with a Hospital (i.e., Ambulatory Surgery Center). See separate definition for "Independent Freestanding Emergency Department."

Family: A Covered Employee and his/her Eligible Dependents.

Family and Medical Leave: A Leave of Absence pursuant to the provisions of the Family and Medical Leave Act of 1993 (FMLA), as amended.

Fiduciary: The Plan Administrator, but only with respect to the specific responsibilities relating to the administration of the Plan.

Foster Child: A Child for whom an Employee has assumed a legal obligation to support and care, provided:

1. Such Child normally lives with the Employee in a parent-Child relationship; and
2. The Employee has a legal right to claim such Child as a Dependent on his federal income tax return if the Child resides with the Employee for a period of six (6) months or longer.

Full-time Employment: A basis whereby an Employee is regularly expected to be employed by the Employer for the minimum number of hours shown in the Employee Eligibility section of this Plan Document. Such work may occur either at the usual place of business of the Employer or at a location to which the business of the Employer requires the Employee to travel, and for which he/she receives regular earnings from the Employer.

Genetic Information: Information about genes, gene products and inherited characteristics that may derive from an individual or a Family member. This includes information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, Family histories and direct analyses of genes or chromosomes.

GINA: The Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies and Employers from discriminating on the basis of Genetic Information.

Habilitation Services: Services designed to assist individuals in acquiring, retaining and improving the self-help, socialization and adaptive skills necessary to reside successfully in home and community based settings.

Hazardous Pursuit, Hobby or Activity: Services, supplies, care and/or treatment of an Injury or Illness that results from engaging in a Hazardous Pursuit, Hobby or Activity. A pursuit, hobby or activity is hazardous if it involves or exposes an individual to risk of a degree or nature not customarily undertaken in the course of the Covered Person's customary occupation or if it involves leisure time activities commonly considered as involving unusual or exceptional risks, characterized by a constant threat of danger or risk of bodily harm, including but not limited to: hang gliding; skydiving; bungee jumping; parasailing; use of all-terrain vehicles; rock climbing; use of explosives; automobile, motorcycle, aircraft, or speed boat racing; and travel to countries with advisory warnings.

Health Insurance Portability and Accountability Act of 1996 (HIPAA): With regard to health care plans, it should be noted that this Act implemented the portability of health insurance and changed health status eligibility provisions for Employee health plans.

Health Maintenance Organization (HMO): An organized system of health care delivery available to individuals residing in a specific geographic area providing comprehensive medical care to enrollees for a predetermined periodic payment.

HIPAA Privacy Standards: The Privacy Standards of the Health Insurance Portability and Accountability Act of 1996, as they may be amended from time to time.

Home Health Care Agency: A public or private agency or organization that specializes in providing medical care and treatment in the patient's home. Such a Provider must meet all of the following conditions:

1. It is primarily engaged in and duly licensed, if such licensing is required, by the appropriate licensing authority to provide skilled nursing services and other therapeutic services;
2. It has policies established by a professional group associated with the agency or organization. This professional group must include at least one (1) Physician and at least one (1) Registered Nurse (RN) to govern the services provided and it must provide for full-time supervision of such services by a Physician or Registered Nurse (RN);

3. It maintains a complete medical record on each individual; and
4. It has a full-time administrator.

Home Health Care Plan: A program for care and treatment of a Homebound Covered Person, established and approved by the Covered Person's attending Physician, which is in lieu of confinement as an Inpatient in a Hospital or other Inpatient Facility in the absence of the services and supplies provided for under the Home Health Care Plan.

Home Infusion Therapy: The administration of fluids, nutrition or medication (including all additives and chemotherapy) by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the home setting. Home Infusion Therapy shall include:

1. Drugs and IV solutions;
2. Pharmacy compounding and dispensing services;
3. All equipment and ancillary supplies necessitated by the defined therapy;
4. Delivery services;
5. Patient and Family education; and
6. Nursing services.

Over-the-counter products which do not require a Physician's or other Provider's prescription, including but not limited to standard nutritional formulations used for enteral nutrition therapy, are not included within this definition.

Home Infusion Therapy Provider: An entity that is duly licensed by the appropriate State agency to provide Home Infusion Therapy.

Homebound: A patient's medical condition is such that it significantly restricts the ability to leave the home, and the patient is unable to drive a motor vehicle by himself/herself.

Hospice: A health care program providing a coordinated set of services rendered at home, in Outpatient settings, or in institutional settings for Covered Persons suffering from a condition that has a terminal diagnosis. A Hospice must have an interdisciplinary group of personnel which includes at least one (1) Physician and one (1) Registered Nurse (RN), and it must maintain central clinical records on all patients. A Hospice must meet the standards of the National Hospice Organization (NHO) and applicable State licensing requirements.

Hospice Benefit Period: A specified amount of time during which the Covered Person undergoes Hospice care. Such time period begins on the date the attending Physician of a Covered Person certifies a diagnosis of terminally ill, and the Covered Person is accepted into a Hospice program. The period shall end the earlier of six (6) months from this date or at the death of the Covered Person. A new benefit period may begin if the attending Physician certifies that the Covered Person is still terminally ill; however, additional proof may be required by the Claims Administrator before such a new benefit period can begin.

Hospital: An accredited institution which is approved as a Hospital by the Joint Commission on the Accreditation of Health Care Organizations or the American Osteopathic Association, and which meets all of the following criteria:

1. It is primarily engaged in providing, for compensation from its patients and on an Inpatient basis, diagnostic and therapeutic Facilities for the surgical and medical diagnosis, treatment, and care of injured and sick persons by or under the supervision of a staff of Physicians;
2. It continuously provides twenty-four (24) hours per day nursing services by registered professional nurses under the supervision of Physicians; and
3. It is not, other than incidentally, a place for rest, the aged, or a nursing home, a hotel or the like.

Hospital Expenses: Charges by a Hospital for Room and Board and/or for care in an Intensive Care Unit provided that such care is furnished at the direction of a Physician.

Hospital Miscellaneous Expenses: The actual charges made by a Hospital in its own behalf for services and supplies rendered to the Covered Person which are Medically Necessary for the treatment of such Covered Person. Hospital Miscellaneous Expenses do not include charges for Room and Board or for professional services (including intensive nursing care by whatever name called), regardless of whether the services are rendered under the direction of the Hospital or otherwise.

Hour of Service: Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer; and each hour for which an Employee is paid, or entitled to payment by the Employer for a period of time during which no duties are performed due to vacation, holiday, Illness, incapacity (including disability), layoff, jury duty, military duty or Leave of Absence.

Illness: A bodily disorder, Disease, physical sickness, mental infirmity, or functional nervous disorder of a Covered Person.

Immunization: The protection of individuals or groups from specific Diseases by vaccination or the injection of immune globulins.

Incurred Date: The date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, expenses are incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered.

Independent Freestanding Emergency Department: A health care Facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable State law, and which provides any Emergency Services. Independent Freestanding Emergency Departments do not include Urgent Care Facilities (Minor Emergency Medical Clinics).

Individual Treatment Plan: A treatment plan with specific attainable goals and objectives appropriate to both the patient and the treatment modality of the program.

Injury: A condition caused by accidental means which results in damage to the Covered Person's body from an external force.

Inpatient: Refers to a patient admitted as a bed patient to a Hospital, Hospice, Rehabilitation Facility or Skilled Nursing Facility for treatment or observation; charges must be incurred for Room and Board or observation for a period of at least twenty-four (24) hours.

Intensive Care Unit (ICU): A separate, clearly designated service which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a "coronary care unit" or an "acute care unit." It has Facilities for special nursing care not available in regular rooms and wards of the Hospital, special life-saving equipment which is immediately available at all times, at least two (2) beds for the accommodation of the critically ill and at least one (1) Registered Nurse (RN) in continuous and constant attendance twenty-four (24) hours a day.

Late Enrollee: An Employee or Dependent who gave up his/her initial opportunity to enroll in the Plan and who enrolls in the Plan more than thirty (30) days after the date of his/her initial eligibility and who is not eligible for a Special Enrollment, or who has failed to enroll by the end of a Special Enrollment Period. Late Enrollees can only enroll once a year during the Annual Open Enrollment Period for the Plan.

Leave of Absence: A Leave of Absence of an Employee that has been approved by his/her Participating Employer, as provided for in the Participating Employer's rules, policies, procedures and practices.

Licensed Practical Nurse/Licensed Vocational Nurse: An individual who has received specialized nursing training and practical nursing experience, and is duly licensed to perform such nursing services by

the State or regulatory agency responsible for such licensing in the State in which that individual performs such services.

Material Reduction: Material Reduction in covered services or benefits is any modification to the Plan or change in the information required to be included in the Summary Plan Description (SPD) that, independently or in conjunction with other contemporaneous modifications or changes, would be considered by the average Plan Participant to be an important reduction in covered services or benefits.

Maximum Allowable Charge: The amount payable for a specific covered item under this Plan. For Claim determinations made in accordance with the Claim Review and Audit Program, the Maximum Allowable Charge will be limited to the Allowable Claim Limits. Please refer to the section, "Claim Review and Audit Program" for the definition of Allowable Claim Limits. For all other Claims, the Maximum Allowable Charge will be a negotiated rate, if one exists. For Claims subject to the No Surprises Act (see "No Surprises Act – Emergency Services and Surprise Bills" within the "Federal Laws" section), if no negotiated rate exists, the Maximum Allowable Charge will be an amount deemed payable by a Certified IDR Entity or a court of competent jurisdiction, if applicable.

If none of the above factors is applicable, the Maximum Allowable Charge will be determined and established by the Plan, at the Plan Administrator's discretion, using normative data and submitted information such as, but not limited to, any one or more of the following, in the Plan Administrator's discretion:

- Medicare reimbursement rates (presently utilized by the Centers for Medicare and Medicaid Services ["CMS"]).
- Prices established by CMS utilizing standard Medicare Payment methods and/or based upon supplemental Medicare pricing data for items Medicare does not cover based on data from CMS.
- Prices established by CMS utilizing standard Medicare payment methods and/or based upon prevailing Medicare rates in the community for non-Medicare Facilities for similar services and/or supplies provided by similarly skilled and trained Providers of care.
- Prices established by CMS utilizing standard Medicare payment methods for items in alternate settings based on Medicare rates provided for similar services and/or supplies paid to similarly skilled and trained Providers of care in traditional settings.
- Medicare cost data as reflected in the applicable individual Provider's cost report(s).
- The fee(s) which the Provider most frequently charges the majority of patients for the service or supply.
- Amounts the Provider specifically agrees to accept as payment in full either through direct negotiation or through a Preferred Provider Organization (PPO) network.
- Average wholesale price (AWP) and/or manufacturer's retail pricing (MRP).
- Medicare cost-to-charge ratios or other information regarding the actual cost to provide the service or supply.
- The allowable charge otherwise specified within the terms of this Plan.
- The prevailing range of fees charged in the same "area" (defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made) by Providers of similar training and experience for the service or supply.

The Plan Administrator may in its discretion, taking into consideration specific circumstances, deem a greater amount to be payable than the lesser of the aforementioned amounts. The Plan Administrator may take any or all such factors into account but has no obligation to consider any particular factor. The Plan Administrator may also account for unusual circumstances or complications requiring additional, or a lesser, amount of time, skill and experience in connection with a particular service or supply, industry standards and practices as they relate to similar scenarios, and the cause of Injury or Illness necessitating the service(s) and/or charge(s).

In all instances, the Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator's discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in

their consequence for patients. A finding of Provider negligence and/or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

The determination that fees for services are includable in the Maximum Allowable Charge will be made by the Plan Administrator, taking into consideration, but not limited to, the findings and assessments of the following entities: (a) The national medical associations, societies, and organizations; and (b) The Food and Drug Administration (FDA). To be includable in the Maximum Allowable Charge, services and fees must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The Plan Administrator has the discretionary authority to decide if a charge is covered under this Plan. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.

Maximum Amount: Any limit on benefits that are payable under the Plan.

Maximum Benefit: The Maximum Amount that may be payable for each Covered Person for expenses incurred. The applicable Maximum Benefit is shown in the Schedule of Benefits. No further benefits are payable once the Maximum Benefit is reached.

Measurement Period: A period of time selected by the Employer during which Variable Hour Employees' and/or Ongoing Employees' Hours of Service are tracked to determine employment status for benefit purposes. The Initial Measurement Period applies to newly hired Variable Hour Employees. The Standard Measurement Period applies to Ongoing Employees.

Medical Care Benefits: Amounts paid for the diagnosis, cure, mitigation, treatment or prevention of Disease or amounts paid for the purpose of affecting any structure or function of the body.

Medical Child Support Order: Any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that:

1. Provides for Child support with respect to a Participant's Child or directs the Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law); or
2. Enforces a law relating to Medical Child Support described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

Medical Record Review: The process by which the Plan, based upon a review and audit of medical records, determines that a different treatment or different quantity of a Drug or supply was provided which is not supported in the billing. The Plan Administrator may determine the Maximum Allowable Charge according to the Medical Record Review and audit results.

Medical Review Specialist: An organization under contract to the Plan Administrator to provide the services required under the cost containment features of Utilization Review Notification/Concurrent Review/Coordination of Care/Case Management. The Plan Administrator will furnish the name, address and phone number of the Medical Review Specialist.

Medically or Dentally Necessary/Medical or Dental Necessity: Refers to health care services ordered by a Physician or Dentist exercising prudent clinical judgment provided to a Plan Participant for the purposes of evaluation, diagnosis or treatment of that Plan Participant's Illness or Injury. Such services, to be considered Medically/Dentally Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the Plan Participant's Illness or Injury. The Medically/Dentally Necessary setting and level of service is that setting and level of service which, considering the Plan Participant's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically/Dentally Necessary must be no more costly than alternative interventions and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Plan Participant's Illness or Injury without adversely affecting the Plan Participant's medical condition.

1. It must not be maintenance therapy or maintenance treatment;
2. Its purpose must be to restore health;
3. It must not be primarily custodial in nature;
4. It must not be a listed item or treatment not allowed for reimbursement by CMS (Medicare); and
5. The Plan reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical or Dental Necessity and/or an Allowable Expense.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Participant is receiving or the severity of the Participant's condition and that safe and adequate care cannot be received as an Outpatient or in a less intensive medical setting. The mere fact that the service is furnished, prescribed or approved by a Physician or Dentist does not mean that it is "Medically or Dentally Necessary." In addition, the fact that certain services are excluded from coverage under this Plan because they are not "Medically or Dentally Necessary" does not mean that any other services are deemed to be "Medically or Dentally Necessary."

To be Medically or Dentally Necessary, all of these criteria must be met. Merely because a Physician or Dentist recommends, approves, or orders certain care does not mean that it is Medically or Dentally Necessary. The determination of whether a service, supply, or treatment is or is not Medically or Dentally Necessary may include findings of the American Medical Association and the Plan Administrator's own medical advisors.

Medicare Benefits: All benefits under Parts A, B and/or D of Title XVIII of the Social Security Act of 1965, as amended from time to time.

Mental Disorder: Any Disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of *International Classification of Diseases*, published by the U.S. Department of Health and Human Services, or is listed in the current edition of *Diagnostic and Statistical Manual of Mental Disorders*, published by the American Psychiatric Association or other relevant State guideline or applicable sources.

Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA): In the case of a group health plan (or health insurance coverage offered in connection with such a plan) that provides both medical and surgical benefits and mental health or substance use disorder benefits, such plan or coverage shall ensure that:

1. The financial requirements applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the Plan (or coverage) and that there are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan); and
2. The treatment limitations applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the Plan (or coverage), and that there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits, if these benefits are covered by the group health plan (or health insurance coverage offered in connection with such a plan).

Midwife: A Practitioner who is certified as a Nurse Midwife (CNM) by the American College of Nurse-Midwives and who is authorized to practice as a Nurse Midwife under State regulations.

Morbid Obesity: A diagnosed condition in which the body weight of an individual is the greater of 100 pounds or 100% over the medically recommended weight for a person of the same height, age and mobility and by a BMI (body mass index) greater than 40 (in accordance with Utilization Review's criteria for morbid or severe Obesity).

National Medical Support Notice or NMSN: A notice that contains the following information:

1. Name of an issuing State agency;
2. Name and mailing address (if any) of an Employee who is a Participant under the Plan;
3. Name and mailing address of one or more Alternate Recipients (i.e., the Child or Children of the Participant or the name and address of an official or agency that has been substituted for the mailing address of the Alternate Recipients(s)); and
4. Identity of an underlying Child support order.

Newborns' and Mothers' Health Protection Act of 1996 (NMHPA): A regulation that added a new section restricting the extent to which group health plans may limit Hospital lengths of stays for mothers and newborn Children following delivery. NMHPA regulations apply as of the first day of the first Plan Year beginning on or after January 1, 1998.

No-Fault Automobile Insurance: Automobile insurance that pays for medical expenses for Injuries sustained during the operation of an automobile, regardless of who may have been responsible for causing the Accident.

Non-variable Hour Employee: An Employee reasonably expected at the time of hire to work thirty (30) or more hours per week.

Nurse: An individual who has received specialized nursing training and is authorized to use the designation Registered Nurse (RN), Licensed Vocational Nurse (LVN) or Licensed Practical Nurse (LPN), and who is duly licensed by the State or regulatory agency responsible for such license in the State in which the individual performs the nursing services.

Obesity: A diagnosed condition in which the BMI (body mass index) is at least 30 (ranging from 30-39).

OBRA: The coverage provided under the provisions of the Omnibus Budget Reconciliation Act of 1993 (OBRA 1993), effective August 10, 1993.

Occupational Therapy: Treatment which is rendered for reasons other than restoration of bodily functions and the prevention of disability. Such treatment is usually rendered by the use of work-related skills and leisure tasks for the evaluation of an individual's behavior and/or abilities of self-care, work or play.

Ongoing Employee: An Employee who has been employed by the Employer for at least one (1) complete Measurement Period.

Oral Surgery: Maxillofacial Surgical Procedures include, but are not limited to:

1. Excision of non-dental related neoplasms, including benign tumors and cysts and all malignant and pre-malignant lesions and growths;
2. Incision and drainage of facial abscess;
3. Surgical Procedures involving salivary glands and ducts and non-dental related procedures of the accessory sinuses; and
4. Surgical and diagnostic treatment of conditions affecting the temporomandibular joint (including the jaw and the craniomandibular joint) as a result of an Accident, a trauma, a congenital defect, a developmental defect or a pathology.

Orthopedic Shoes: Special shoes designed for support of the feet or the prevention or correction of deformities of the feet.

Orthotic Devices: External devices used to support, align, prevent or correct deformities or to improve the function of movable parts of the body. An orthotic insole is a foot supporting device prescribed by a Physician or licensed Practitioner.

Out-of-Area: "Out-of-Area" applies to a Covered Person living or traveling outside of the geographic zip code area serviced by the Preferred Provider Organization (PPO).

Outpatient: A patient who receives medical services at a Hospital but is not admitted as a registered overnight bed patient; this must be for a period of less than twenty-four (24) hours. This term can also be applicable to services rendered in a free-standing independent Facility, such as an Ambulatory Surgery Center.

Outpatient Chemical Dependency/Drug Treatment Facility: An institution which provides a program for a diagnosis, evaluation and effective treatment of Chemical Dependency, and/or Drug use or abuse; provides Detoxification services needed with its effective treatment program; provides infirmary level medical services or arranges at a Hospital in the area for any other medical services that may be required; is at all times supervised by a staff of Physicians; provides at all times skilled nursing care by licensed nurses who are directed by a full-time Registered Nurse (RN); prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs, which is supervised by a Physician; and meets applicable State and Federal, if any, licensing standards.

Outpatient Psychiatric Day Treatment Facility: An administratively distinct governmental, public, private or independent unit or part of such unit that provides for a psychiatrist who has regularly scheduled hours in the Facility, and who assumes the overall responsibility for coordinating the care of all patients.

Part-time Employee: An Employee who is not regularly scheduled to work for the Employer for at least the minimum number of hours shown in the Eligibility section of this Plan Document.

Physical Therapy: Management of the patient's movement system. This includes conducting an examination; alleviating impairments and functional limitation; preventing Injury, impairment, functional limitation and disability; and engaging in consultation, education and research. Direct interventions include the appropriate use of patient education, therapeutic exercise and physical agents such as massage, thermal modalities, hydrotherapy and electricity.

Physically Handicapped or Intellectually Disabled: The inability of a person to be self-sufficient as the result of a condition such as intellectual disability, cerebral palsy, epilepsy or another neurological disorder and diagnosed by a Physician as a permanent and continuing condition.

Physician: A person acting within the scope of his/her license and holding the degree of Doctor of Medicine (MD) or Doctor of Osteopathy (DO) and who is legally entitled to practice medicine in all its branches under the laws of the State or jurisdiction where the services are rendered.

Placement for Adoption: A Child placed with the Covered Employee for adoption, whether or not the adoption has become final, will be considered eligible and will be covered from the date of such adoption or Placement for Adoption. "Placement" means the assumption and retention by the Covered Employee of a legal obligation for total or partial support of such Child in anticipation of adoption of such Child.

Plan: Without qualification, this Plan Document/Summary Plan Description, including any Plan Amendments thereto.

Plan Administrator: Gunnison County, Colorado, who is responsible for the day-to-day functions and arrangements of the Plan. The Plan Administrator may employ persons or firms to process Claims and perform other Plan connected services.

Plan Amendment: A formal document that changes the provisions of the Plan Document, duly signed by the authorized person or persons as designated by the Plan Sponsor.

Plan Participant: Eligible Employee, Eligible Dependent, eligible COBRA Qualified Beneficiary or a COBRA Qualified Beneficiary's Dependent properly enrolled in the Plan.

Plan Sponsor: Gunnison County, Colorado.

Plan Year: The twelve (12) month period beginning on January 1 and ending December 31 of each Calendar Year. The Plan Year is the year on which Plan records are kept.

Practitioner: A Physician or person acting within the scope of applicable State licensure/certification requirements including the following:

1. Advanced Practice Nurse (APN)
2. Audiologist
3. Board Certified Behavior Analyst (BCBA)
4. Certified Diabetic Educator and Dietitian
5. Certified Nurse Midwife (CNM)
6. Certified Operating Room Technician (CORT)
7. Certified Registered Nurse Anesthetist (CRNA)
8. Certified Surgical Technician (CST)
9. Doctor of Chiropractic (DC)
10. Doctor of Dental Medicine (DMD)
11. Doctor of Dental Surgery (DDS)
12. Doctor of Medicine (MD)
13. Doctor of Optometry (OD)
14. Doctor of Osteopathy (DO)
15. Doctor of Podiatric Medicine (DPM)
16. Licensed Acupuncturist (LAC)
17. Licensed Clinical Social Worker (LCSW)
18. Licensed Marriage and Family Therapist (LMFT)
19. Licensed Occupational Therapist
20. Licensed or Registered Physical Therapist
21. Licensed Practical Nurse (LPN)
22. Licensed Professional Counselor (LPC)
23. Licensed Surgical Assistant (LSA)
24. Licensed Vocational Nurse (LVN)
25. Master of Social Work (MSW)
26. Physician Assistant (PA)
27. Psychologist (PhD, EdD, PsyD)
28. Registered Nurse (RN)
29. Registered Nurse First Assistant (RNFA)
30. Registered Nurse Practitioner (RN-NP)
31. Speech Language Pathologist

Preferred Provider Organization (PPO): An alternate health care delivery system with which Plan Administrators may contract to provide comprehensive medical care for Employees. A PPO is a network of individual Physicians and other Providers who accept pre-negotiated, discounted fees for services rendered. Employee participation is encouraged by plan design for improved benefits when network Providers are used. Employees have flexibility under PPO arrangements in which there is a choice of network or non-network Providers.

Pregnancy: The physical state which results in childbirth, life-threatening abortion, or miscarriage, and any medical complications arising out of, or resulting from, such state.

Prescription Drugs: Licensed medicine that is government regulated which must be prescribed by a Qualified Prescriber before it can be obtained.

Preventive Care: This Plan intends to comply with the Patient Protection and Affordable Care Act's (PPACA) requirement to offer in-network coverage for certain preventive services without cost-sharing. To comply with PPACA, and in accordance with the recommendations and guidelines, the Plan will provide in-network coverage for:

- Evidence-based items or services rated A or B in the United States Preventive Services Task Force recommendations;
- Recommendations of the Advisory Committee on Immunization Practices adopted by the Director of the Centers for Disease Control and Prevention;

- Comprehensive guidelines for infants, Children, and adolescents supported by the Health Resources and Services Administration (HRSA); and
- Comprehensive guidelines for women supported by the Health Resources and Services Administration (HRSA).

Copies of the recommendations and guidelines with services listed by group (all adults, women, children) may be found here: <https://www.healthcare.gov/coverage/preventive-care-benefits/>. For more information, you may contact the Plan Administrator / Employer at 1-970-641-7623.

Privacy Regulation: The regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

Private Duty Nursing: Continuous skilled care or intermittent care by a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) while a patient is not confined in a Hospital.

Protected Health Information (PHI): Individually identifiable health information that is created or received by a Covered Entity (the Plan) and relates to: (a) a person's past, present or future physical or mental health or condition; (b) provision of health care to that person; or (c) past, present or future payment for that person's health care. This term shall be construed in accordance with the Privacy Regulation.

Provider: A Physician, Practitioner, health care professional or health care Facility licensed, certified or accredited as required by state law.

Psychiatric Treatment Facility: A mental health Facility which:

1. Provides treatment for individuals who suffer from acute Mental Disorders;
2. Uses a structured psychiatric program with Individual Treatment Plans that have specified goals and appropriate objectives for the patient and treatment modality of the program; and
3. Is clinically supervised by a Physician of medicine who is certified in psychiatry by the American Board of Psychiatry and Neurology.

Qualified Individual: Someone who is eligible to participate in an "Approved Clinical Trial" and either the individual's doctor has concluded that participation is appropriate or the participant provides medical and scientific information establishing that their participation is appropriate.

Qualified Medical Child Support Order (QMCSO): As originally enacted in OBRA 1993, as amended, a Medical Child Support Order that satisfies the following requirements to be a Qualified Medical Child Support Order:

1. The name and last known mailing address of the Plan Participant;
2. The name and address of each Alternate Recipient. "Alternate Recipient" means any Child of a Plan Participant who is recognized under a Medical Child Support Order as having a right to enrollment under a group health plan with respect to such Plan Participant;
3. A reasonable description of the type of coverage to be provided by the group health plan or the manner in which coverage will be determined;
4. The period for which coverage must be provided; and
5. Each plan to which the order applies.

Qualified Medical Child Support Orders include not only court orders, but also administrative processes established under State law.

Qualifying Payment Amount: The median of the contracted rates recognized by the Plan, or recognized by all plans serviced by the Plan's Third Party Administrator (if calculated by the Third Party Administrator), for the same or a similar item or service provided by a Provider in the same or similar specialty in the same geographic region. If there are insufficient (meaning at least three) contracted rates available to determine a Qualifying Payment Amount, said amount will be determined by referencing a State all-payer claims database or any eligible third-party database in accordance with applicable law.

Reasonable: In the Plan Administrator's discretion, services or supplies, or fees for services or supplies which are necessary for the care and treatment of Illness or Injury not caused by the treating Provider. Determination that fee(s) or services are Reasonable will be made by the Plan Administrator, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of Injury or Illness necessitating the service(s) and/or charge(s).

This determination will consider, but will not be limited to, the findings and assessments of the following entities: (a) The National Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, are not Reasonable. The Plan Administrator retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to the Plan Administrator. A finding of Provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

Charge(s) and/or services are not considered to be Reasonable, and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result from Provider error(s) and/or Facility-acquired conditions deemed "reasonably preventable" through the use of evidence-based guidelines, taking into consideration, but not limited to, CMS guidelines.

The Plan reserves for itself and parties acting on its behalf the right to review charges processed and/or paid by the Plan, to identify charge(s) and/or service(s) that are not Reasonable and, therefore, not eligible for payment by the Plan.

Recognized Amount: Except for Out-of-Network air ambulance services, an amount determined under an applicable all-payer model agreement or, if unavailable, an amount determined by applicable State law. If no such amounts are available or applicable and for Out-of-Network air ambulance services generally, the Recognized Amount shall mean the lesser of a Provider's billed charge or the Qualifying Payment Amount.

Reconstructive Surgery: A procedure performed to restore the anatomy and/or functions of the body which were lost or impaired due to an Injury or Illness.

Registered Nurse (RN): An individual who has received specialized nursing training and is authorized to use the designation of "RN," and who is duly licensed by the State or regulatory agency responsible for such licensing in the State in which the individual performs such nursing services.

Rehabilitation Facility: A legally operating institution or distinct part of an institution which has a transfer agreement with one or more Hospitals, and which is primarily engaged in providing comprehensive multi-disciplinary physical restorative services, post-acute Hospital and rehabilitative Inpatient care, and is duly licensed by the appropriate government agency to provide such services. It does not include institutions which provide only minimal care, Custodial Care, ambulatory, or part-time care services, or an institution which primarily provides treatment of Mental Disorders or Chemical Dependency, except if such Facility is licensed, certified or approved as a Rehabilitation Facility for the treatment of mental conditions or Drug addiction or Chemical Dependency in the jurisdiction where it is located, or it is accredited as such a Facility by the Joint Commission on the Accreditation of Health Care Organizations, or the Commission on the Accreditation of Rehabilitation Facilities.

Residential Treatment Center: Facility that provides twenty-four (24) hour treatment for Chemical Dependency, Drug and Substance Abuse or mental health problems on an Inpatient basis. It must provide at least the following: Room and Board; medical services; nursing and dietary services; patient diagnosis, assessment and treatment; individual, Family and group counseling; and educational and support services. A Residential Treatment Center is recognized if it is accredited for its stated purpose by the Joint Commission on Accreditation of Hospitals and carries out its stated purpose in compliance with all relevant State and local laws.

Retrospective Review: A determination by Utilization Review that medical services performed either Inpatient or Outpatient met criteria for Medical Necessity.

Room and Board: All charges, by whatever name called, which are made by a Hospital, Hospice, Skilled Nursing Facility, Rehabilitation Facility or other covered Facilities as a condition of Inpatient confinement as a bed patient. Such charges do not include the professional services of Physicians nor intensive nursing care, by whatever name called.

Routine Newborn Care: Inpatient charges for a well newborn Child for nursery Room and Board, related expenses following birth, including newborn hearing exams and Physician's pediatric services including circumcision. This term does not apply to a newborn Child's diagnosed Illness.

Routine Patient Cost(s): All items and services consistent with the coverage provided in the Plan that is typically covered for a Qualified Individual who is not enrolled in a clinical trial. Routine Patient Costs do not include: 1) the Investigational item, device or service itself; 2) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular diagnosis. Plans are not required to provide benefits for routine patient care services provided outside of the Plan's network area unless out-of-network benefits are otherwise provided under the Plan.

Seasonal Employee: An Employee who is hired into a position for which the customary annual employment is six (6) months or less.

Security Incidents: "Security Incidents" has the meaning set forth in 45 C.F.R. Section 164.304, as amended from time to time, and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

Series of Treatments: A Series of Treatments is a planned, structured program which may include Inpatient or Outpatient treatment and is complete when the Covered Person is discharged on medical advice from Inpatient care, Day Treatment or Outpatient Treatment without a lapse in treatment or when a person fails to materially comply with the treatment program for a period of thirty (30) days.

Serious Mental Illness: Defined as any one of the following eight (8) categories:

1. Schizophrenia
2. Paranoid and other psychotic disorders
3. Bipolar disorders (mixed, manic and depressive);
4. Major depressive disorders (single episode or recurrent);
5. Schizo-affective disorders (bipolar or depressive);
6. Pervasive developmental disorders;
7. Obsessive compulsive disorder; and
8. Depression in childhood and adolescence.

Skilled Nursing Facility/Extended Care Facility: An institution that:

1. Primarily provides skilled, as opposed to custodial, nursing services to patients; and
2. Is approved by the Joint Commission on the Accreditation of Health Care Organizations and/or Medicare.

Sleep Disorder: Medical/psychological condition that disrupts the patient's sleep on a chronic basis.

Special Enrollee: An Eligible Employee and his/her Eligible Dependents who have Special Enrollment rights and who enroll in the Plan during a Special Enrollment Period.

Special Enrollment Period: The period of thirty (30) days in which an Eligible Employee or Dependent who previously declined enrollment in the Plan by signing a waiver of coverage can enroll in the Plan. The Special Enrollment Period for both Employees and Dependents can be activated by:

1. Loss of eligibility for other coverage (except for cause or non-payment of premium);
2. A new Dependent acquired by an Employee through marriage, birth, adoption or Placement for Adoption;
3. Loss of eligibility under Medicaid or a State Children's Health Insurance Program (CHIP) (in which case the Special Enrollment Period is sixty (60) days); or
4. Gain of eligibility for a premium assistance subsidy under Medicaid or CHIP (in which case the Special Enrollment Period is sixty (60) days).

Speech Therapy: A program which evaluates the patient's motor-speech skills, expressive and receptive language skills, writing and reading skills, and determines if the patient requires an extensive hearing evaluation by an audiologist. The therapist also evaluates the patient's cognitive functioning, as well as his/her social interaction skills, such as the ability to maintain eye contact and initiate conversation. Therapy may also involve developing the patient's speech, listening and conversational skills and higher-level cognitive skills, such as understanding abstract thought, making decisions, sequencing, etc. Therapy must be considered medically appropriate even for patients who do not have apparent speech problems, but who do have deficits in higher-level language functioning as a result of trauma or identifiable organic Disease process.

Stability Period: A period selected by the Employer that immediately follows, and is associated with, a Standard Measurement Period or an Initial Measurement Period and, if elected by the Employer, the Administrative Period associated with that Standard Measurement Period or Initial Measurement Period, and is used by the Employer as part of the look back Measurement Method. The Stability Period is a period of time in which the Variable Hour Employee's and/or Ongoing Employee's eligibility status is fixed.

Status Change: Cafeteria plans (under Section 125 of the Internal Revenue Code) permit coverage changes during a Plan Year when a change in status occurs that affects gain or loss of eligibility for coverage for the Employee, the Employee's spouse or Dependent. Some examples of a Status Change are: change in Employee's legal marital status, change in number of Employee's Dependents, change in employment status of Employee, spouse or Dependent and loss of other coverage.

Substance Abuse: The excessive use of a substance, especially alcohol or a Drug. The current edition of *Diagnostic and Statistical Manual* definition is applied as follows:

1. A maladaptive pattern of substance use leading to clinically significant impairment or distress, as manifested by one (or more) of the following, occurring within a twelve (12) month period:
 - a. Recurrent substance use resulting in a failure to fulfill major role obligations at work, school or home (i.e., repeated absences or poor work performance related to substance use; substance-related absences, suspensions or expulsions from school; neglect of Children or household);
 - b. Recurrent substance use in situations in which it is physically hazardous (i.e., driving an automobile or operating a machine when impaired by substance use);
 - c. Recurrent substance-related legal problems (i.e., arrests for substance-related disorderly conduct); and
 - d. Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (i.e., arguments with spouse about consequences of intoxication, physical fights).
2. The symptoms have never met the criteria for Substance Dependence for this class of substance.

Substance Abuse Treatment Center: An Institution which provides a program for the treatment of Substance Abuse by means of a written treatment plan approved and monitored by a Physician. This Institution must be:

1. Affiliated with a Hospital under a contractual agreement with an established system for patient referral;

2. Accredited as such a Facility by the Joint Commission on Accreditation of Hospitals; or
3. Licensed, certified or approved as an alcohol or Substance Abuse treatment program or center by a State agency having legal authority to do so.

Substance Dependence: Substance use history which includes the following:

1. Substance abuse (see above);
2. Continuation of use despite related problems;
3. Development of tolerance (more of the Drug is needed to achieve the same effect); and
4. Withdrawal symptoms.

Surgery: Any of the following:

1. The incision, excision, debridement or cauterization of any organ or part of the body, and the suturing of a wound;
2. The manipulative reduction of a fracture or dislocation or the manipulation of a joint including application of cast or traction;
3. The removal by endoscopic means of a stone or other foreign object from any part of the body or the diagnostic examination by endoscopic means of any part of the body;
4. The induction of artificial pneumothorax and the injection of sclerosing solutions;
5. Arthrodesis, paracentesis, arthrocentesis and all injections into the joints or bursa;
6. Obstetrical delivery and dilatation and curettage; or
7. Biopsy.

Surgical Procedure: Surgical Procedures will include all CPT (Current Procedural Terminology) codes from 10000 to 69999.

TEFRA: Tax Equity and Fiscal Responsibility Act of 1982, as amended from time to time.

Temporomandibular Joint (TMJ) Disorders: Disorders that affect the temporomandibular joints at either side of the jaw also known as myofascial pain-dysfunction syndrome.

Total Disability (Totally Disabled): A physical state of a Covered Person resulting from an Illness or Injury which wholly prevents:

1. An Employee from engaging in any and every business or occupation and from performing any and all work for compensation or profit; or
2. A Dependent or a COBRA Qualified Beneficiary from performing the normal activities of a person of that age and sex in good health.

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA): A Federal law which applies to persons who have been absent from work because of "service in the uniformed services." "Uniformed services" consists of the United States Army, Navy, Marine Corps, Air Force or Coast Guard; Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve; Army National Guard or Air National Guard; Commissioned Corps of the Public Health Service; any other category of persons designated by the President in time of war or Emergency. "Service" in the uniformed services means: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and absence from work for an examination to determine a person's fitness for any of the designated types of duty.

UR Notification: A Plan requirement for a Covered Person to advise Utilization Review of a Hospital admission, health care service, treatment plan, Prescription Drug or Durable Medical Equipment that results in a decision by the Plan that such service is Medically Necessary. The Plan may require notification for certain services as they are received, except in an Emergency. UR Notification is not a guarantee the Plan will cover the cost of such services.

Urgent Care Facility (Minor Emergency Medical Clinic): A Free-standing Facility which is engaged primarily in providing minor Emergency and episodic medical care to a Covered Person. A board-certified Physician, a Registered Nurse (RN), and a registered x-ray technician must be in attendance at all times

that the clinic is open. The clinic's Facilities must include x-ray and laboratory equipment and a life support system. For the purposes of this Plan, a clinic meeting these requirements will be considered to be an Urgent Care Facility (Minor Emergency Medical Clinic), by whatever actual name it may be called; however, a clinic located on the premises of, or in conjunction with, or in any way made a part of, a regular Hospital shall be excluded from the terms of this definition.

Usual and Customary: Covered expenses which are identified by the Plan Administrator, taking into consideration the fee(s) which the Provider most frequently charges the majority of patients for the service or supply, the cost to the Provider for providing the services, the prevailing range of fees charged in the same "area" by Providers of similar training and experience for the service or supply, and the Medicare reimbursement rates. The term(s) "same geographic locale" and/or "area" shall be defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of Providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made. To be Usual and Customary, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term "Usual" refers to the amount of a charge made for medical services, care, or supplies, to the extent that the charge does not exceed the common level of charges made by other medical professionals with similar credentials, or health care Facilities, pharmacies, or equipment suppliers of similar standing, which are located in the same geographic locale in which the charge was incurred.

The term "Customary" refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of an individual of the same sex, comparable age and who has received such services or supplies within the same geographic locale.

The term "Usual and Customary" does not necessarily mean the actual charge made nor the specific service or supply furnished to a Plan Participant by a Provider of services or supplies, such as a Physician, therapist, Nurse, Hospital, or pharmacist. The Plan Administrator will determine the usual charge for any procedure, service, or supply, and whether a specific procedure, service or supply is customary.

Usual and Customary charges may, at the Plan Administrator's discretion, alternatively be determined and established by the Plan using normative data such as, but not limited to, Medicare cost to charge ratios, average wholesale price (AWP) for prescriptions and/or manufacturer's retail pricing (MRP) for supplies and devices.

For Claim determinations made in accordance with the Claim Review and Audit Program, the Usual and Customary fee will be the Allowable Claim Limits. Please refer to the section, "Claim Review and Audit Program," for the definition of Allowable Claim Limits.

Utilization Review (UR): Process by which consistent and measurable standards are applied in which to evaluate and control health care utilization by determining appropriateness of care, setting and Medical Necessity.

Utilization Review Department: The Utilization Review Department provides consistent and measurable standards in which to evaluate and control health care utilization by determining appropriateness of care, setting and Medical Necessity. The department's role is to ensure the best use of health care services, eliminating unnecessary costs while maintaining consideration for the patient's best interests.

Variable Hour Employee: An Employee, based on the facts and circumstances at the Employee's start date, whose reasonable expectation of average hours per week cannot be determined. **This also includes Part-time, Temporary and Seasonal Employees.**

Waiting Period: The period of time that must pass before Plan coverage can become effective for an otherwise Eligible Employee or Dependent. An Employee shall be deemed Actively at Work if the Employee is absent from work due to a health factor.

Well Baby Care or Well Child Care: Medical treatment, services or supplies rendered to a Child, solely for the purpose of health maintenance and not for the treatment of an Illness or Injury, to include medical screenings for vision and hearing.

AMENDMENT #5

**To Plan Document Dated September 1, 2017
and Restated January 1, 2020**

**GUNNISON COUNTY, COLORADO
EMPLOYEE MEDICAL BENEFIT PLAN**

COST PLUS PLAN

The following changes to the Plan Document are effective January 1, 2024:

- Schedule of Benefits – Traditional Plan, page 23, Level II Benefits – Payment Levels and Limits, All Other non-Gunnison County Family Physicians Office Expenses Including is deleted and replaced as follows:

<p>All Other non-Gunnison County Family Physicians Office Expenses Including:</p> <ul style="list-style-type: none"> • Office Visit • Examination • Treatment • Diagnostic tests • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies • Telehealth Consultations 	<p>100% of PPO rate after \$40 Copay PCP \$60 Copay Specialist Deductible waived</p>	<p>100% of Allowable Claim Limits \$40 Copay PCP \$60 Copay Specialist Deductible waived</p>	
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- Schedule of Benefits – High Deductible Health Plan, page 33, Level II Benefits – Payment Levels and Limits, All Covered Physician Office Expenses Including is deleted and replaced as follows:

<p>All Covered Physician Office Expenses Including:</p> <ul style="list-style-type: none"> • Office Visit • Examination • Treatment • Diagnostic tests • Office Surgery • Lab and X-rays • Allergy testing, serum/injections • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies • Retail Limited Services Clinic • Telehealth Consultations 	<p>100% of PPO rate Deductible applies</p>	<p>100% of Allowable Claim Limits Deductible applies</p>	
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- Prescription Drug Plan Benefits, pages 44 and 44a, are deleted in their entirety and replaced with the attached revised pages 44, 44a and 44b.

4. Major Medical Expense Benefits, page 59, Telehealth, is added as follows:


Telehealth. Charges for telephone or online consultations with a Physician and/or other Providers.

5. Major Medical Plan Exclusions and Limitations, page 60, Consultations Online/Telephone is deleted.

In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: 
Printed Name: Jonathan Houck
Title: BOCC Chairman
Date: 2/6/24

Product Selection

The pharmacist substitutes more economically priced Generic equivalent Drugs whenever possible unless there is a specific request for a Brand Name by the prescribing Physician or when State law requires no substitution for the Brand Name Drug. **Under this program if the prescribing Physician does not specify the Brand Name, but the Covered Person requests the Brand product when there is a Generic substitute available, the Covered Person is required to pay the difference in cost between the Brand and Generic product in addition to the usual Brand Copay (applies to Prescription Card and Mail Order).**

Most pharmacists, as a courtesy to the patient, will ask whether a Generic Drug is acceptable to the Covered Person if the Physician has specified "product selection permitted" on the prescription. If the Physician has specified "dispense as written," no choice is given to the patient, and only the applicable Copay will be charged.

Miscellaneous Provisions

The following provisions may be included in your Prescription Drug Plan. Please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card for more information.

Step Therapy: The practice of starting Drug therapy for a medical condition with the most cost-effective and safest Drug available, then progressing to other more costly alternatives if necessary.

Therapeutic Substitution: A Physician-oriented service designed to increase the utilization of more cost-effective products. Substitutes are made for Non-Preferred Brand Name Drugs with either Generic or similar Preferred Brand Name Drugs in the same therapeutic class.

Drug Review

The Plan includes a Drug Review program which is automatically administered by the pharmacist through a nationwide computer network that verifies the eligibility of each Covered Person's card and protects the Covered Person from conflicting prescriptions which might prove harmful if taken at the same time. This program also guards against duplication of medications and incorrect dosage levels.

Covered and Excluded Drugs

The following Covered and Excluded Drug listings are not all inclusive. To find out if a particular Drug is covered, please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card.

NOTE: Some Drugs (including all Specialty Drugs, as listed on the current Specialty Drug List) may require prior authorization and may only be covered, and/or covered for certain ages, if Medically Necessary.

Prescription Drug Plan – Covered Drugs

1. Legend Drugs (Drugs requiring a prescription either by Federal or State law) (there are certain Legend Drugs that may be excluded);
2. Insulin on prescription;
3. Disposable insulin needles/syringes, test strips and lancets on prescription;
4. Compounded medications of which at least one ingredient is a prescription legend Drug;
5. All FDA approved women's contraceptive Drugs and methods (Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived);
6. Tobacco deterrent medications or any other tobacco use OTC cessation aids, all dosage forms limited to a 168-day supply per Plan Calendar Year (Generic covered at 100%, Copay and/or Deductible waived); if no Generic available, Brand covered at 100%, Copay and/or Deductible waived);
7. Weight loss medications (prior authorization is required); and
8. Specialty Drugs (includes injectables). See Specialty Drugs Program.

NOTE: Quantity limitations may apply to some Covered Drugs in addition to those shown above.

Weight loss medications will be covered if all of the following conditions are met:

1. Prior authorization is required.
2. Covered Person has a BMI of 30 or higher.

- a. If a Covered Person has a BMI of 27-30, the Physician must also present and document a weight-related comorbidity. These include diabetes, high cholesterol, high blood pressure, coronary heart disease and sleep apnea.
- 3. Lifestyle modifications for at least three (3) consecutive months.
 - a. This is to be documented with the Provider and included in clinical documentation.
- 4. Life modifications will continue while patient takes requested weight loss medication.

Initial therapy is typically approved for seven months. When continuation therapy is requested and a renewal is completed, the clinical department will ensure the patient has lost 4-5% body weight (depending on medication requested) from initial approval.

NOTE: Refer to the definition of "Preventive Care" for a link to a website that lists additional Drugs that may be covered for preventive treatment.

Prescription Drug Plan – Excluded Drugs

1. Abortifacients;
2. Drugs for Cosmetic purposes;
3. Immunization agents (except immunizations and vaccines as required for Preventive Care services; Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived), biological sera, blood or blood plasma;
4. Therapeutic devices or appliances, including needles, syringes, support garments and other non-medical substances, regardless of intended use, except those listed above;
5. Charges for the administration or injection of any Drug;
6. Prescriptions which a Covered Person is entitled to receive without charge from any Workers' Compensation laws;
7. Drugs labeled "Caution-limited by Federal law to Investigational use," or Experimental Drugs, even though a charge is made to the individual;
8. Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed Hospital, Extended Care Facility, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a Facility for dispensing pharmaceuticals; and
9. Any prescription refilled in excess of the number specified by the Physician, or any refill dispensed after one (1) year from the Physician's original order.

NOTE: Drugs excluded from the Prescription Drug Plan are not payable under Major Medical Expense Benefits. However, Specialty Drugs that are not listed on the Plan's Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary are payable under Major Medical Expense Benefits. Regarding Specialty Drugs that are listed on the Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary, see "Specialty Drugs Program" in this Prescription Drug Plan Benefits section.

(Traditional Plan only) A Prescription Drug dispensed by a retail pharmacy, Mail Order Service or Specialty Pharmacy for which a Copay applies is not considered a Claim for benefits under this Plan and, therefore, is not subject to the Plan's Claim Filing Procedures.

When Alternative Care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the Plan Participant (patient), the Plan may approve and pay for all or part of the charges or fees not shown as a Covered Prescription Drug in this Plan Document.

PRESCRIPTION DRUG UTILIZATION AND ADMINISTRATIVE REVIEW

The Prescription Drug benefit does not have unlimited coverage. As with all medical and Hospital services, Prescription Drug utilization is subject to determinations of Medical Necessity, appropriate use and may be subject to administrative review as in the case of Specialty Drugs included on the Select Drugs and Products List. Drug Utilization Review may be concurrent, retrospective or prospective.

Concurrent Drug Utilization Review generally occurs at the time of service and may include electronic Claim audits which may help to protect patients from potential Drug interactions or Drug-therapy conflicts or overuse/under use of medications.

Retrospective Drug Utilization Review generally involves Claim review and may include communication by the Prescription Drug Plan and/or Utilization Review with the prescribing Physician to coordinate care and verify diagnoses and Medical Necessity. It may include a peer review by a Physician of like specialty to the prescribing Physician reviewing the medical and pharmacy records to determine Medical Necessity.

Should Medical Necessity not be determined by the peer review Physician, the treating Physician and Plan Participant will be notified and provided with the peer review results. The Plan Participant and Physician will be forwarded information on the appeal process as outlined in this Plan.

Prospective Drug Utilization Review may include, among other things, Physician or pharmacy assignment in which one Physician and/or one pharmacy is selected to serve as the coordinator of prescription Drug services and benefits for the eligible Plan Participant. The Plan Participant will be notified in writing of this and will be required to designate a Physician and pharmacy as his/her Providers.

ADDENDUM
to the Claims Administration Agreement
between GUNNISON COUNTY, COLORADO (Client)
and IMAGINE360 ADMINISTRATORS, LLC (Imagine360)

This Claims Administration Agreement Addendum is entered into this **1st** day of **January** 2024, by and between **Gunnison County, Colorado**, a **Colorado** municipality (the "Client"), and **Imagine360 Administrators, LLC**, a Texas corporation (the "Claims Administrator").

Therefore, by signing this Claims Administration Agreement Addendum, the Client authorizes Imagine360 to follow the terms and conditions set forth in said Agreement and any Addendum to it.

Replacement Section 6.1:

6.1 Basic Compensation. The following monthly fees, in addition to any fees described in an Addenda to this Agreement, will be payable on the first day of each month, based on the Covered Person count on such date, and will be in effect beginning with the Effective Date and will continue during the term hereof until revised in writing by both parties to this Agreement:

(a) **For the Claims Administrator:**

(1) MONTHLY	
(A) Per Employee during the term of this Agreement	\$38.00
(B) Per Employee during the term of this Agreement (Dental)	\$3.50
(C) Per Employee during the term of this Agreement (Vision)	\$1.50
(D) Monthly Minimum Fee	\$4,838.00
(E) PHCS PPO Service Fee	\$8.00
(F) Cost Containment Services	25% of savings
(G) COBRA Administration Service Fee	\$1.50
(H) Percent of Transplant Program Premium	10%
(I) CAA/TiC Service Fee	\$1.75
(J) Virtual Cash Card (per claim)	6% of Billed Charges
(K) Telehealth Services Fees	
Emergent/Urgent 24/7 Telemedicine	\$1.95
Virtual Primary Care (per claim)	6% of billed charges
Virtual Mental Health Services (per claim)	6% of billed charges

The above fees are for the services outlined in Article I of this Agreement. The fees may be revised if the Employer requires additional services not listed in Article I or fails to provide services agreed upon in Article IV.

(2) **UTILIZATION REVIEW SERVICES**

Notification: Per Employee Per Month during the term of this Agreement	Included in (a)(1)(A)
Care Management	\$175 per hour
Physician Review	\$300 per hour

(3) **SPECIAL CLAIMS CHARGE** (if applicable)

(A) Post contract payment	
Percent of paid claims	10%
Monthly Minimum	\$250


(4) **MISCELLANEOUS CHARGES**

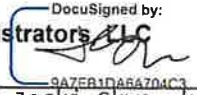
(A) Restatement of Summary Plan Description for medical/dental/vision (if applicable)	\$1,000
(B) Restatement of Summary Plan Description	

- for dental only \$ 500
- (C) Summary of Benefits and Coverage (SBC) Included in (a)(1)(A)
- (D) Translation of the Summary of Benefits and Coverage
will be billed on an actual cost basis to the Plan.
- (E) Enrollment Forms, Summary of Benefits, Amendments,
and/or Employee Booklets re-issued due to changes
requested by the Employer after the initial
enrollment will be billed on an actual cost
basis to the Plan.
- (F) External Appeal \$98 plus IRO hourly rate
- (G) Printing of Employee Booklets, I.D. Cards,
and PPO Directories will be billed on an actual
cost basis to the Plan.
- (H) Home Mailing of ID Cards by Claims Administrator Included in (a)(1)(A)
- (I) Renewal Expense; At Employer/Client's written request,
Claims Administrator will provide assistance and services
at renewal to include printing of materials, staff
travel expenses for re-enrollment meetings, and other
services mutually agreed upon by Employer/Client and
Claims Administrator. Expenses for the services
provided under this section shall be itemized and invoiced
to Employer/Client
- (J) Programming charges for non-standard reports \$225/hour
- (K) Plan changes made after Plan Benefits are
entered into Imagine360 system \$125/hour
Minimum \$250
- (L) Additional Benefit Plan Options added after initial
set-up completed \$500
- (M) Positive Pay Arrangement with
Employer's Bank \$500 set-up fee
- Per Employee per month \$0.35 (minimum)
- (N) Explanation of Benefits (EOB)/Check
copies to Employer (upon request) \$0.09 per page
- (5) **MONTHLY LATE CHARGE** \$250
Owed each month for any premium payment received
by the Claims Administrator after the last day of
the month that the premium payment was due

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of January, 2024.

Gunnison County

By: 
 Printed Name: Jonathan Huck
 Title: BOCC Chairperson
 Date: 2/16/24

DocuSigned by:
Imagine360 Administrators, LLC
 By: 
 Printed Name: Jack Skwarek
 Title: SrVP of TPA Ops
 Date: 2/13/2024

ADDENDUM #2
to the Claims Administration Agreement
between GUNNISON COUNTY (Client)
and IMAGINE360 ADMINISTRATORS, LLC (Imagine360)

Whereas **Gunnison County** is a client of TPA and desires to use an electronic data/file exchange in order that the Client:


- Add new eligible entrants to the Plan through the electronic file;
- Make changes and maintain eligibility of Participants in accordance with the provisions of the Plan; and
- Terminate Plan Participants through the electronic file, the Client by signing this Agreement agrees to the following terms and conditions:

1. Client assumes responsibility for the accuracy of any information supplied to the TPA through the electronic file and agrees to hold the TPA harmless for any action taken by the TPA in reliance upon the correctness of such information.
2. Client will retain supporting documentation for eligibility supplied to TPA through the electronic file. Such documents will be maintained for the period required by law. The documents will be available for audit by the TPA, stop loss carriers, other providers, federal or state regulations and other parties with a legitimate need for access to the documents.
3. The Client will make a reasonable effort to maintain the confidentiality of any medical information which the Client obtains as a result of this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of October, 2023.

Gunnison County

By: 
 Printed Name: Jonathan Huck
 Title: BOCC Chairperson
 Date: 2/16/24

Imagine360 Administrators, LLC
 By: 
 Printed Name: Jacki Skwarek
 Title: SRVP of TPA Ops
 Date: 2/13/2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgement of Appointment; Sage-grouse; BLM Alternate; Andrew Stokes

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Gunnison Field Office
210 West Spencer Avenue, Suite A
Gunnison, CO 81230

In Reply Refer To:
LLCOS06000

March 31, 2025

DESIGNATION OF BUREAU OF LAND MANAGEMENT GUNNISON FIELD OFFICE PRIMARY AND ALTERNATE REPRESENTATIVES TO GUNNISON BASIN SAGE- GROUSE STRATEGIC COMMITTEE

To whom it may concern:

As identified in Section IV: Membership and Responsibilities section of the Organizational and Procedural Guidelines of Gunnison Basin Sage-grouse Strategic Committee for the County of Gunnison, Colorado, I am identifying myself, Jon F. Kaminsky, Field Manager of the Gunnison Field Office, as the primary member of the committee, representing the Bureau of Land Management.

Andrew “Andy” Stokes, Wildlife Biologist for the Gunnison Field Office is hereby named to the role of my alternate.

Sincerely,

Jon F. Kaminsky
Field Manager
Gunnison Field Office
Bureau of Land Management

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of Appointment; Sage-Grouse; Colorado Parks and Wildlife; Kathy Griffin

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



COLORADO
Parks and Wildlife
Department of Natural Resources

Gunnison Service Center
200 S. Spruce St
Gunnison, CO 81230
P 970.641.7060 | F 970.641.7883

January 9, 2025

Gunnison County
Community Development Office
221 N. Wisconsin St., Suite D
Gunnison, CO 81230
Attn: Misty Castillo

RE: CPW Representation on the Gunnison Basin Sage-grouse Strategic Committee

Board of County Commissioners,

Colorado Parks and Wildlife appreciates Gunnison County's leadership and efforts to further CPW's mission of maintaining community conservation and a viable population of Gunnison sage-grouse for future generations.

With the transfer of Nathan Seward to Durango, Colorado Parks and Wildlife recommends that Kathy Griffin, CPW's statewide Sage-grouse Conservation Coordinator, serve as the regular member and potential Chair of the committee. A recommendation will be made during the February 19th 2025 meeting for Kathy to serve as Chair. I plan to continue to serve as the CPW alternate for the following term. This committee remains a priority, and I will continue to attend and support as needed.

Sincerely,

Brandon Diamond, Area 16 Wildlife Manager - Gunnison

Cc: Nathan Seward, Wildlife Conservation Biologist - Durango
Jamin Grigg, Southwest Senior Terrestrial Biologist - Durango
Kathy Griffin, Statewide Sage-grouse Conservation Coordinator - Grand Junction



Jeff Davis, Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: Dallas May, Chair · Richard Reading, Vice-Chair · Karen Bailey, Secretary · Jessica Beaulieu
Marie Haskett · Tai Jacober · Jack Murphy · Gabriel Otero · Murphy Robinson · James Jay Tutchton · Eden Vardy

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of Appointment; Sage-grouse; USFWS; Angela Trnka

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Colorado Ecological Services Field Office
445 W. Gunnison Avenue, Suite 240
Grand Junction, Colorado 81501

In Reply Refer to:
FWS/R6/WCOFO:GBSGSC

March 31, 2025

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

Subject: Strategic Committee Nomination

Dear Gunnison County Commissioners and Gunnison Basin Sage-grouse Strategic Committee,

The U.S. Fish and Wildlife Service would like to nominate Angela Trnka, Wildlife Biologist, as the voting member and to maintain Nathan Darnall, the Western Colorado Field Office Supervisor, as the alternate member of the Gunnison Basin Sage-grouse Strategic Committee.

If you have any questions, please contact Angela Trnka at Angela_Trnka@fws.gov or (970) 238-7435.

Sincerely,

Nathan Darnall
Western Colorado Supervisor
Colorado Ecological Services Field Office

cc: Ben Prior, District Conservation Technician, Gunnison NRCS Field Office

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Sustainable Tourism

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgement of Appointment; STOR; BLM; Brian Brown

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/7/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Gunnison Field Office
2500 E. New York Avenue
Gunnison, CO 81230

In Reply Refer To:
8300 (LLCOS06000)

April 18, 2025

Gunnison County Board of County Commissioners
Attn: Holly Perry
200 East Virginia
Gunnison, CO 81230

Subject: BLM Gunnison Field Office Agency Appointee to the Sustainable Tourism and Outdoor Recreation Committee (STOR)

Dear Gunnison County Board of County Commissioners,

Thank you for the continued cooperation and communication around recreation development and planning in Gunnison County through the STOR Committee. The working relationship between the many entities involved in this regional partnership continues to be very valuable for the residents of our resource area and our recreation visitors.

To ensure continued cooperation and communication, please accept my nomination of Brian Brown as the Agency Appointee representing The Department of Interior, Bureau of Land Management Gunnison Field Office (GFO). Brian currently serves as GFO's Assistant Field Manager and has previously served as the GFO forester for over 15 years. As you may know, the GFO is experiencing significant staffing challenges, but between Brian and I, we will endeavor to continue to provide a public lands management resource to the Committee.

Thank you for your time and consideration of this nomination. Should you have any questions, please reach out to me at (970) 642-4941 (jkaminsky@blm.gov) or Brian at (970) 642-4945 (brbrown@blm.gov).

Sincerely,

Jon F. Kaminsky
Field Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Ack of CM Sig; Amend to Owner-Eng Agmt; KLJ

Fiscal Impact:

Submitted by: Holly Perry for Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
2303-00790-01 Amendment No. 01**

Background Data

- a. Effective Date of Engineer-Owner Agreement: February 16, 2024
- b. Engineer: KLJ Engineering LLC
- c. Owner: City of Gunnison
- d. Project: 2024 Ballot Initiative
- e. This Part of the Project: Term & Scope of Work

Nature of Amendment (check all that apply)

- Additional services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications to payment to Engineer
- Modifications to time(s) for rendering Services

Description of Modifications

Modifications to Services of Engineer:

Adjust the deliverables to reflect changes in needs by the Owner during Phase 1 and manage the contracted budget by reducing scope deliverables in Phase 2:

- Phase 1: Base Conditions (Excel File)
 - Changes: None
- Phase 1 & 2: Prioritization Process (Excel File)
 - Phase 1- two (2) iterations; Phase 2 - two (2) iterations
 - Changes: Increased Phase 1, decreased Phase 2
- Phase 1 & 2: Capital Improvement Plan (CIP)
 - Phase 1 -three (3) iterations; Phase 2 – (2) iteration
 - Changes: Increased Phase 1, increased Phase 2
- Phase 2: Project website and maintenance for the length of the agreement.
 - Changes: None
- Phase 2: Prepare for & attend three (3) Stakeholder Meetings
 - Board of County Commissioners (BOCC) Work Session; and two (2) regular BOCC Meetings.
 - Changes: Removed CDOT and other stakeholders; added BOCC meetings
- Phase 2: Prepare for & attend one (1) Public Engagement Meeting
 - One (1) in Summer 2025 in City of Gunnison
 - Changes: Reduced from two (2) to one (1)
- Phase 2: Feasibility and Economic Analysis Report (draft and final)

Modifications to Payment to Engineer:

- Changing from a standard rate schedule with staff billing rates as previously provided to the Owner at the start of the project, but not included in the executed contract, to the following:
 - Direct Labor Costs Times a Factor
 - For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.4 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Section 4 of the professional services agreement.
 - Engineer's Reimbursable Expenses Schedule will remain as previously approved.
 - The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific

Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

- The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

Modifications to Schedule for Engineer:

- 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 herein.

Agreement Summary


a. Original agreement amount:	\$60,850
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$0
d. Adjusted Agreement amount:	\$60,850

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 1, 2025

ENGINEER:

OWNER:

By: Wade Kline
Title: Public Involvement Manager
Date Signed: _____



By: Matthew Birnie
Title: County Manager
Date Signed: 4/8/25

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 16th day of February, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and KLJ Engineering, whose address is 1601 Riverfront Dr, Grand Junction, CO 81501 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services 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 all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Ensure Sound Infrastructure strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees in phased amounts as specified in the attached scope of services, but not to exceed sixty thousand eight hundred and fifty and No/100 U. S. Dollars (\$60,850.00) ("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 vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance

maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation 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. on. Neither party shall be responsible for indirect, special or consequential loss or damage, arising out of or in connection with this Agreement.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

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

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

9. 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.

a.

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

- 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 calendar (15) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

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. DELIVERABLE STANDARDS.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to the Standard of Care in Section 1.
- b. All Services shall be performed by qualified personnel in a professional 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. At any time while Contractor is performing its Services, or during the one (1) year period following their completion or termination, whichever is earlier, and upon the written request of Gunnison County given within thirty (30) days following County's discovery of any failure of any of Contractor's Services to conform to the foregoing standard of care, Contractor shall re-perform the specific parts of its Services and re-furnish its affected Services products that do not conform.

e. 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.

f. 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.

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest,

direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Contractor: KLJ Engineering

Attn: Legal Department
400 East Broadway Avenue, Suite 600
Bismarck, ND 58501
Legal Notices to: legal@kljeng.com

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.


If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

Matthew Birnie, County Manager

ATTEST:



Deputy Clerk



[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: 

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:



EXHIBIT A – SCOPE OF WORK
2024 Ballot Initiative
Gunnison County
KLJ Project No. 2303-00790

PURPOSE & OBJECTIVE

The purpose of this exhibit is to describe the scope of work and responsibilities required for the 2024 Ballot Initiative for KLJ (Consultant) to assist Gunnison County Road & Bridge Department (County).

SCOPE OF WORK TO BE PERFORMED BY CONSULTANT

1) Task 1 - Inventory

- a) **Assessment of Current Infrastructure:** The County has completed a thorough assessment with RoadAI of all roads within the jurisdiction. This includes evaluating their current condition, age, usage patterns, and any existing damages or issues that need attention or have been identified as problematic in previous assessments. County will provide Consultant access to GIS database or full download of data (from RoadAI) in a workable excel file. The County will also provide safety data (collision/crash data for a five-year period), current corridor level traffic volumes, and other roadway data features relevant to the analysis (to be determined in cooperation with the County).
- b) **Base Conditions Inventory:** Working with data provided by the County in Task 1a, Consultant will prepare a desktop base conditions inventory of the Gunnison County roadway network to include the following features:
 - i) **Roadways**
 - (1) Surface type
 - (2) Surface conditions
 - (3) Functional class
 - ii) **Traffic Volumes**
 - iii) **Functional Class**
 - iv) **Crash Data / Hotspots**
 - v) **County Owned Bridges**

2) Task 2 - Prioritization

- a) **Prioritization Methodology:** Working in coordination with the County, Consultant will develop a prioritization process to apply to county-level roadway needs. The methods developed will account for current County practices and consider best practices for roadway maintenance. The prioritization process will consider factors like pavement conditions, safety, growth/development patterns, and traffic volume. The prioritization process will include integrating any existing transportation or infrastructure plans/programs to provide consistency with long-term urban development plans and help identify any overlapping projects or potential areas of synergy. The prioritization process will integrate anticipated population growth, changes in traffic patterns, and the evolving needs of the community.
- b) **Prioritization of Projects/Needs:** KLJ will develop a list of prioritization county level roadway needs. This document will also be used to guide initial capital improvement plan planning (Task 3).



3) Task 3 - Capital Improvement Plan (CIP) Planning

- a) Revenue Projections: This task will include working with County staff on the following items:
 - (1) Revenue Projections: Consultant will develop an estimate of the expected revenue from existing sources available to the County for roadway-related expenses for the 20-year planning horizon. This involves an evaluation of current revenue estimates, to be provided by County
 - (2) System Needs Analysis: Develop an estimate of needed revenue to address projected roadway system needs identified for Gunnison County over a 20-year horizon. This analysis compares projected revenue estimates for the county against projected system needs. The analysis documents the anticipated revenue shortfall to the County of keeping pace with ongoing roadway maintenance and investment needs.
- b) Project Definition/Baseline Cost Estimation: Establish project definition (termini and limits) and develop a planning level costs for each project, including materials, labor, design, and any ancillary costs such as utility relocations or property acquisitions. This baseline should be based on the current construction economy.
- c) Risk Assessment: Assess the risks associated with each project. This includes environmental impact, potential delays due to unforeseen circumstances, and cost overruns.
- d) Project Scheduling: Develop a timeline for each project based on prioritization, available funding and coordination with other projects. Scheduling should also account for minimizing disruptions to traffic and local businesses. This project schedule will be one (1) to twenty (20) years.

4) Task 4 - Public and Stakeholder Engagement

- a) Following completion of Tasks 1, 2, and 3, Consultant will facilitate public engagement efforts to collect and gather public input. The following efforts are anticipated:
 - i) Stakeholder Identification:
 - (1) Identify key stakeholders who may be affected or have an interest in the engineering project. Develop a comprehensive stakeholder database that includes relevant contact information and stakeholder categories.
 - (2) Conduct one (1) stakeholder meeting with key stakeholders to discuss findings and recommendations generated from the system inventory and prioritization process.
 - ii) Public Meetings:
 - (1) Organize and facilitate one (1) public meeting to provide opportunities for community input and feedback on prioritized list of county level investment needs.
 - (2) Prepare presentation materials, display boards, and interactive activities to enhance understanding and participation.
 - (3) Document and analyze feedback received during public meetings to identify concerns, questions, and suggestions.
 - iii) Information Dissemination:
 - (1) Develop and distribute informational materials, such as project brochures, fact sheets, and newsletters, to support one (1) stakeholder meeting and one (1) public input meeting.
 - (2) Establish a project website or dedicated online platform to provide easy access to project information, documents, and frequently asked questions.
 - iv) Utilize social media platforms and online advertising to broaden the reach and engagement with the public.



5) Task 5 - Feasibility and Economic Analysis Report

- a) This task will include working with County staff on the following items and writing a summary report:
 - i) **Revenue Projections:** The study should start with estimating the expected revenue from the proposed sales tax increase. This involves analyzing current sales volumes, identifying taxable goods and services, and projecting future sales trends. Factors like population growth, economic conditions, and changes in consumer behavior should be considered.
 - ii) **Impact Analysis on Consumers and Businesses:** Assess how the tax increase will affect consumers and businesses within the county. This includes evaluating the potential change in consumer spending habits and how businesses might adjust prices or operations in response to the tax increase. The analysis should consider the impact on low-income households and small businesses, as these groups might be disproportionately affected.
 - iii) **Comparative Analysis with Neighboring Jurisdictions:** Compare the proposed tax rate with those in neighboring counties and municipalities. This is important to understand the competitive position of the county in terms of attracting and retaining businesses and residents. A higher tax rate might lead to cross-border shopping or relocation of businesses to areas with lower taxes.
 - iv) **Assessment of Administrative Costs:** Evaluate the costs associated with administering and collecting the increased sales tax. This includes the costs of updating tax collection systems, training staff, and conducting audits. The net benefit of the tax increase should account for these administrative costs.
 - v) **Legal and Regulatory Compliance Review:** Provide that the proposed tax increase complies with state and federal laws. This includes understanding any legal constraints on tax rates, the use of tax revenues, and the process for enacting tax changes.
 - vi) **Public Benefits Analysis:** Analyze the potential benefits of the tax increase in terms of improved services or infrastructure. This should link the expected revenue with specific projects or services that will be funded, demonstrating the direct benefits to the community.
 - vii) **Risk Assessment:** Identify and assess potential risks associated with the tax increase. This might include economic risks (such as a downturn affecting sales), political risks (such as public opposition), and implementation risks (such as delays in updating systems).
- b) **Stakeholder Feedback Integration:** Incorporate feedback from various stakeholders including businesses, community groups, and economic experts to provide that the analysis considers diverse perspectives and concerns.
- c) **Reporting and Recommendations:** The feasibility and economic analysis report should culminate in a detailed report that outlines the findings, provides clear conclusions, and offers recommendations. This report should be accessible to policymakers, stakeholders, and the public, providing a transparent basis for decision-making.

6) Task 6 - Sunset Planning

- a) Currently, we are not planning to include sunset planning in the scope. If requested, we can provide the following additional tasks:
 - i) **Defining the Duration of the Tax Increase:** Establish a clear timeframe for the sales tax increase. This could be a fixed number of years or tied to the completion of specific projects. The duration should be long enough to generate the necessary funds but not so long as to become burdensome to taxpayers.



- ii) **Performance Metrics and Evaluation Criteria:** Develop specific metrics and criteria to evaluate the success of the funded projects. These could include the number of projects completed, improvement in infrastructure quality, traffic flow enhancement, and public satisfaction. Setting these benchmarks upfront provides clear goals and aids in later assessment.
- iii) **Regular Reporting and Transparency:** Implement a system for regular reporting on the progress of the projects and the use of funds. This transparency is crucial for maintaining public trust and support. Reports should be easily accessible to the public and include financial details, project statuses, and challenges encountered.
- iv) **Public Engagement and Feedback Mechanisms:** Establish channels for ongoing public feedback and engagement throughout the duration of the tax increase. This could involve community meetings, surveys, and online platforms. Public feedback is crucial for adjusting plans as needed and ensuring the initiative meets community needs.
- v) **Reassessment Process:** Plan for a reassessment of the initiative before the sunset date. This reassessment should consider the success of the initiative against the established metrics, current infrastructure needs, and public opinion. It should determine whether the tax should be extended, adjusted, or allowed to expire.
- vi) **Contingency Planning:** Develop contingency plans in case the initiative does not meet its goals or if unforeseen circumstances (such as economic downturns or natural disasters) affect the project timeline or budget.
- vii) **Communication Strategy for Sunset Phase:** Design a communication strategy to inform the public about the sunset phase. This should include information on the achievements of the initiative, the status of ongoing projects, and any proposals for extending or modifying the tax.
- viii) **Transition Plan:** If the tax is not extended, create a transition plan for how ongoing projects will be funded and managed. This might involve reallocating existing resources, seeking alternative funding sources, or scaling back projects.
- ix) **Final Report and Documentation:** Prepare a comprehensive final report at the end of the tax period. This report should document the outcomes of the initiative, lessons learned, and recommendations for future infrastructure funding strategies.

DELIVERABLES PROVIDED BY CONSULTANT

- Phase 1 & 2: Progress reports at bi-weekly intervals.
- Phase 1 & 2: Agendas and minutes for all meetings.
- Phase 1: Base Conditions Inventory (excel file)
- Phase 1 & 2: Prioritization Process (excel file)
 - o Phase 1 - one (1) iteration; Phase 2 - three (3) iterations
- Phase 1 & 2: Capital Improvement Plan (CIP),
 - o one (1) iteration each Phase; two (2) total
- Phase 2: Project website and maintenance for the length of the agreement.
- Phase 2: Prepare for & attend four (4) Stakeholder meetings
 - o One at each end of the valley, CDOT, and BOCC Summary Meeting
- Phase 2: Prepare for & attend two (2) public engagement meetings
 - o One at each end of the valley
- Phase 2: Feasibility and Economic Analysis Report (draft and final)



ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

- Legal Support for Proposed Tax Legislation & Drafting Legislation
- Bridge Inspection and Assessment
- Design Services
- Construction Services
- Bidding Services
- Environmental Services including but not limited to:
 - o Solicitation of Views
 - o Documented Categorical Exclusion (CATEX)
 - o Aquatic Resources
 - o Cultural Resources
 - o Endangered Species Act
 - o Programmatic Biological Assessments
 - o Field Aquatic Resources Delineation Reports
- Cultural Resources Report and Investigations
- Legal and regulatory compliance
- Utility Relocation Agreements
- Geotechnical Report/Soil Borings
- Right of Way Plans/Acquisitions/Appraisals
- Section 4(f) Documentation
- Section 6(f) Documentation
- Mitigation Plan
- Traffic Noise Analysis
- Lead Survey/Testing
- Asbestos Inspection/Abatement/Removal
- Phase I/II Environmental Site Assessment
- Tribal Consultation
- Land Use Planning
- Legal Testimony
- Engineer of Record Services
- Load Ratings

SCHEDULE

Completion of this project, as described in this proposal, shall be completed by November 1, 2024.

Fee

Based on the scope of work provided above, we are providing the services for estimated fees for the following tasks:

1. Phase 1	
1.1. Task 0 - Project Management	\$5,049.00
1.2. Task 1 - Base Conditions Inventory.....	\$3,200.00
1.3. Task 2 - Prioritization	\$4,628.00
1.4. <u>Task 3 - Initial Capital Improvement Plan (CIP) Planning</u>	<u>\$3,500.00</u>
Subtotal.....	\$16,377.00
2. Phase 2	
2.1. Task 0 - Project Management	\$4,151.00
2.2. Task 4 - Public Engagement	\$27,800.00
2.3. Task 2 - Prioritization	\$3,172.00
2.4. Task 3 - Initial Capital Improvement Plan (CIP) Planning	\$2,100.00
2.5. Task 5 - Feasibility and Economic Analysis Report	\$7,250.00
2.6. <u>Task 6 - Sunset Planning</u>	<u>\$0.00</u>
Subtotal.....	\$44,473.00
 Total.....	 \$60,850.00



This will be billed on a Time and Materials basis. If additional money is required, the consultant will notify the County at 90% of budget use to discuss remaining tasks and efforts. Written (letter or email) will be required from the County for the Consultant to bill above the estimated amount.

Thank you and we look forward to collaborating with you on this project.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of County Manager's Signature; County Aid Agreement; Somerset Water Treatment Plan Upgrade

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/7/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/7/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

COUNTY AID AGREEMENT

Project Title: Somerset Water Treatment Plan Upgrade

Award Period: January 1, 2025 to December 31, 2025

Award: \$20,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison,
State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT: Somerset Domestic Waterworks District ("Recipient")
Address: P.O. Box 549
Somerset, CO 81434
Contact Name: Debra Pennington, President
Telephone: (970) 923-1700
Email: debra.pennington@icloud.com

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefiting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Award and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed **Twenty Thousand and No/100 U.S. Dollars**

(\$20,000.00) (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Ensure Sound Infrastructure strategy, as outlined in the Gunnison County Strategic Plan. The Award shall be used by Recipient solely to complete the Project, which is described as follows: to upgrade the Somerset Water Treatment Plant and further described in Appendix A, attached hereto and incorporated by this reference ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Matthew Birnie, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Recipient under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the

nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting.** Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection.** The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to



the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to: Gunnison County
Matthew Birnie, County Manager
200 E Virginia Ave
Gunnison, CO 81230
(970) 641-0248
Email khaase@gunnisoncounty.org

with a copy to: Gunnison County Attorney's Office
200 E Virginia Ave
Gunnison CO 81230
(970) 641-5300
E-mail dbishop@gunnisoncounty.org

and by the County to: Somerset Domestic Waterworks District
Debra Pennington, President
PO Box 549
Somerset, Colorado 81434
(970) 923-1700
Email: debra.pennington@icloud.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.



22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 4th day of April 2025.

RECIPIENT: SOMERSET DOMESTIC WATERWORKS DISTRICT



Debra Pennington
President

Date: 3/22/25

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON**

APPROVED:



Matthew Birnie
County Manager

Date: 4/04/25

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Ack of CM Sig; Ground Lease Agmt; Niedere

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter "Lease Agreement") is made and entered into on this 1st day of FEBRUARY, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Lessor"), and GBIP Master Lease LLC, whose address is: 270 Riverwalk Drive, Gunnison, CO 81230 (hereinafter "Lessee").

RECITALS

WHEREAS, Lessor owns and operates the Gold Basin Industrial Park (hereinafter the "Industrial Park") located in the County of Gunnison, State of Colorado and as identified on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor, certain land located at the Industrial Park;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessee that portion of land identified as Leasehold No: 7 located at the Industrial Park and as more particularly described on **Exhibit B** attached hereto and incorporated herein (hereinafter the "Premises"). This Lease Agreement shall include ONLY the rights EXPRESSLY identified herein. In addition, Lessee shall be required to pay its share of the common expenses and entitled to use all common areas as identified on **Exhibit A**, attached hereto and incorporated herein, and as defined in the Gold Basin Industrial Park Special Area Regulations identified on **Exhibit C**, attached hereto and incorporated herein. The Premises and improvements shall be used and occupied by Lessee exclusively for the conduct of business. The improvements are identified on the site plan attached hereto and incorporated herein as **Exhibit D**.

2. Lease Term. The Lease, pursuant to this Lease Agreement, shall commence upon the date first set forth above. The Lease shall continue for 20 years (hereinafter the "Lease Term"), unless sooner terminated as provided herein, so long as the Lessee is in full compliance with the terms of this Lease Agreement, and the Lessor has determined in its reasonable discretion that the premises are, and have been, maintained in good repair and in compliance with conditions of the Gold Basin Industrial Park Special Area Regulations.

The Lessee may extend the term of this Lease one time for an additional twenty (20) year period ("Twenty-Year Extension") that will commence, if at all, at the termination of the original Lease Term described above. This Lease will terminate automatically at the end of the original Lease Term or at the end of the Twenty-Year Extension if Lessee exercises that option. If Lessee holds over and remains in possession of the Premises with the consent of Lessor after expiration of the Lease Term or the Twenty-Year Extension, such holding over shall not be construed as a renewal of the Lease Term or any further extension of the Lessee's right to possession, but instead shall

constitute a month to month Lease (hereinafter the "Month-to-Month Holdover") with rent payable to Lessor at 150% of the Lease rate then in effect, otherwise subject to all of the terms and conditions of this Lease Agreement. The Month-to-Month Holdover is revocable by either party by giving notice of termination at least ten days prior to the end of any month.

3. Ground Rent. In consideration of this Lease Agreement, Lessee shall pay to Lessor ground rent ("Ground Rent") for use of the premises. Ground Rent shall be in the amount of \$3,773 per acre per annum, payable in monthly installments. The acreage for Leasehold No. 7 is 2.182 acres, less 0.198 acres used for a gas line easement, plus 0.599 acres acquired from Leasehold 8 (60 feet) for a total acreage of 2.583 resulting in a present annual Ground Rent of \$9745.66. Lessee additionally leases on a year-to-year basis an additional 60 feet of Leasehold 8 (to remain part of Leasehold 8) estimated to be 0.6 acres for an additional annual rent payment of \$2,263.80. The exact acreage of two 60 feet portions of Leasehold 8 described above will be determined by a pending survey and annual rent will be adjusted accordingly. Payments shall be made by the end of the month following the then current month from invoice or other such notice from the County. Ground rent shall be due and payable, whether or not Lessee receives a bill. This ground rent requirement is not contingent upon receiving prior approval by the Gunnison County Community Development Department of Lessee's application of proposed building or structure (hereinafter the "Improvements" or roadway or utility line(s) (hereinafter the "Infrastructure") to be installed and/or constructed upon the Premises. Ground rent shall be adjusted from time to time by applying the United States Bureau of Labor Statistics seasonally adjusted U.S. City Average Consumer Price Index for all Urban Consumers as publicly reported in January of the subject year." Ground rent shall be payable to Gunnison County and shall be delivered to the County's Finance Director at the Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, CO 81230, or other such address as the Lessor may designate in writing from time to time. Ground Rent shall be considered delinquent if not received by the end of the month following when the payment became due. Interest shall accrue on the delinquent payment at the rate of one percent (1%) per month on all material balances that are not reasonably disputed. Failure to timely pay the Ground Rent shall also be deemed a default event.

4. Inconvenience During Construction. Lessee recognizes that from time to time during the term of this Lease Agreement it may be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair related to development of the Industrial Park or other Lessor purposes which will require accommodation and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience Lessee in its operation at the Industrial Park. Lessee agrees that no liability shall attach to the Lessor, its commissioners, officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption; provided, however, Lessor agrees to use its best efforts to perform such activities in a manner and at such times that will minimize interference with Lessee's use and enjoyment of the Premises. Leasehold 7 is the location to the gas service lines for the GBIP park at large, resulting in an increased possibility of construction causing inconvenience to this specific Lessee. Due to this unique circumstance, any planned work related to the gas service on Leasehold 7 will be managed with a separate, negotiated, time constrained, and project specific "construction

agreement” between the Lessor and Lessee. Minimizing interference with the Lessee's use and enjoyment of the Premises will be part of any “construction agreement.

5. Certain Obligations of Lessee.

(a) Approval of Plans. Lessee covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any building, structure, roadway, utility line, addition or improvement relative to the Leased Premises, including location of drainage, utilities and roadways, such plans, specifications and architectural renderings shall be submitted to the County Manager or authorized designee for approval. Lessee's plans shall be compliant with any and all applicable local, state and federal laws and regulations including but not limited to life, fire safety, environmental codes, regulations and minimum standards, the Department of Energy and Colorado Department of Public Health and Environment Regulations, the then current land use development criteria established by Gunnison County, Colorado and the Gold Basin Industrial Park Special Area Regulations, as identified in **Exhibit C** attached hereto and incorporated herein.

Lessee covenants and agrees that prior to the installation or construction of any Improvements or Infrastructure on the Premises, it shall first submit to the Lessor for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and specifications.

(b) Construction of the Buildings, Structures or other Improvements. Lessee agrees to begin construction of Improvements and Infrastructure no later than 180 days after the necessary permits have been issued to Lessee and to complete the construction within 180 days after Lessee begins the construction and/or installation of Improvements and Infrastructure. In the event Lessee fails to begin and complete construction within the period specified above, the Lessor shall have the right to terminate this Lease Agreement pursuant to the provisions of paragraph 7.

The Improvements described in **Exhibit D** attached hereto and incorporated herein, will be built at Lessee's sole expense and in accordance with the specifications described in **Exhibit D** attached hereto and incorporated herein, and in compliance with any and all applicable local, state and federal laws and regulations including but not limited to life, fire safety, environmental codes, regulations and minimum standards, the Department of Energy and Colorado Department of Public Health and Environment Regulations, the then current land use development criteria established by Gunnison County, Colorado and the Gold Basin Industrial Park Special Area Regulations, as identified in **Exhibit C** attached hereto and incorporated herein. Any amendment to the construction specifications identified in **Exhibit D** shall require the prior written consent of Lessor which may be withheld in Lessor's reasonable discretion.

(c) Utilities. Lessee, with Lessor's consent, shall have the right to install underground utilities and related facilities to provide utility services to the site and shall have the right to

access all utilities servicing the Industrial Park, at Lessee's sole cost, including connection fees. Lessee shall give Lessor at least thirty days prior written notice of any proposed construction together with a construction plan showing any areas outside of the Improvements that may be affected by such construction. The County Manager or authorized designee shall have ten days to approve or deny the construction plan based on the anticipated disruption to the current or reasonably anticipated use of the Industrial Park, which approval shall not be unreasonably denied. If and when a construction plan is agreed upon between the Lessee and the County Manager or authorized designee, any such construction shall be conducted in a reasonable manner and in compliance with the construction plan so as to minimize the disruption of normal Industrial Park operations. After construction, Lessee shall restore the construction site to its condition prior to construction excepting the Improvements. In exercising its rights hereunder, Lessee agrees to avoid areas which are paved or otherwise improved, whenever possible. Within 60 days of completion of construction, pavement or ground disturbed in the process shall be returned to its original condition. Lessee shall be responsible for the cost of any and all utilities serving the Premises.

(d) Wastewater Treatment Requirements. Lessee shall comply with any and all necessary pretreatment wastewater requirements deemed necessary by the City of Gunnison which may be imposed pursuant to the Intergovernmental Agreement Concerning Wastewater Treatment for Gold Basin Industrial Park as identified in **Exhibit E** attached hereto and incorporated herein

(e) As-Built Drawings. Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements, Lessee shall present to the Lessor a complete set of reproducible drawings including, but not limited to, specifications and shop drawings of the Infrastructure and Improvements constructed on the Premises.

(f) Maintenance of Improvements and Premises. From and after the date construction is completed of the Improvements, Lessee shall maintain the Improvements and Premises, including the roof and structural components of the Improvements, at Lessee's sole expense in a neat, clean and safe condition and in good repair, normal wear and tear excepted. Lessee shall not make structural alterations to the Improvements and/or Premises prior to making application to and receiving approval from the County Manager or authorized designee. All alterations shall be at Lessee's sole expense. In the event Lessee fails to commence any repair or maintenance of the Improvements and/or Premises required pursuant to this Lease Agreement within thirty (30) days after written notice from Lessor requesting the repair or maintenance in question, Lessor may undertake the specified repair or maintenance for the account of Lessee, and Lessee shall promptly reimburse Lessor 125% of Lessor's actual costs and expenses incurred in connection therewith and if there is no prompt reimbursement by Lessee to Lessor, Lessor may have the option of acquiring a lien against Lessee's Improvements. Lessee shall follow and be in compliance with any and all applicable local, state and federal regulations including but not limited to life, fire safety, environmental codes, regulations and minimum standards, the Department of Energy and Colorado Department of Public Health and Environment Regulations, the then current land use development criteria established by Gunnison County, Colorado and the Gold Basin Industrial Park Special Area Regulations, as identified in **Exhibit C** attached hereto

and incorporated herein. Lessee shall notify the Lessor of all construction, reconstruction, repair, or any work whatsoever related to the Improvements and/or Premises and the name of the contractors or subcontractors performing such work. The Lessee will be responsible for snowplowing the leasehold access off of Basin Park Drive and all internal snowplowing. All snow from inside the Premises boundary lines will be stored on the Premises. The Lessee will be responsible for watering all landscaping adjacent to its Premises. Lessee will be required to take necessary steps to protect air quality by minimizing dust created by its activities. Suitable steps include gravel with dust suppressant, paving, planting, etc. The Lessee must pay water and sewer tap fees based on the size of the water supply line to its Premises. The tap fee is not based on size required for fire suppression, but based on consumptive use.

(g) Use of Premises and Improvements. The Lessee shall use the Improvements and Premises exclusively for the activities as described in the attached Business Plan (**Exhibit F**). Lessee may NOT store personal vehicles or other miscellaneous personal items owned by the Lessee on the Premises. Lessee shall secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with the Lessee's business and use of the Premises. Additionally, Lessee shall have a fire extinguisher and any other necessary equipment in the Improvements and on the Premises at all times and in compliance with any and all local, state and federal laws, regulations and rules which may be applicable, including but not limited to life, fire and safety codes.

(h) Laws and Regulations. In using the Improvements and Premises, Lessee shall comply with any and all local, state and federal laws, regulations and rules which may be applicable, including but not limited to, life, fire and safety codes. Lessee shall also fully and promptly comply with the Gold Basin Industrial Park Special Area Regulations.

(i) Insurance for Improvements and Premises. Throughout the term of this Lease Agreement, Lessee shall maintain adequate property insurance covering the Improvements and Lessee's interest in the Premises and shall provide adequate insurance protection from fire and other casualties. Insurance shall be, at Lessee's sole cost, in the amount of the reasonably anticipated replacement costs of the Improvements and Premises. The Lessor shall be named as an additional insured under any insurance policy issued to Lessee. In the event of damage or destruction of the Improvements and/or Premises, the proceeds of such insurance shall be applied to the repairs and/or replacement, and any excess shall be payable to Lessee. In no event shall Lessor be obligated to repair or replace the Improvements after damage or destruction. In any event, Lessee shall be obligated to repair and replace the Improvements and Premises after damage or destruction unless the Lessor agrees otherwise.

(j) Ownership. Lessee shall own the Improvements, except as set forth in paragraph 8 herein. Lessor shall own the Premises and any and all infrastructure.

(k) Construction By Lessor. There are no Improvements or Infrastructure to be constructed by Lessor under this Lease Agreement. All construction will be performed by Lessee.

(l) Encumbrance. Lessor's interest in the Premises may not be encumbered by Lessee and shall not be subject to any mechanic's, material men's or similar liens with respect to Lessee's interest in the Improvements. If any such liens are asserted against Lessor's or Lessee's interest in the Improvements and/or Premises, Lessee shall promptly cause the same to be removed or shall provide Lessor with adequate security as reasonably determined by Lessor. Lessee shall not encumber Lessee's interest in the Premises except in accordance with the provisions of this Lease Agreement. Any encumbrance of Lessee's interest in the Improvements permitted pursuant to this Lease Agreement shall expressly exclude any interest of Lessor in the Improvements.

(m) Taxes. The Lessee shall pay any and all real and personal property and other taxes that are assessed against the Improvements and/or Premises.

(n) Financing.

(i) Lessee's Right to Finance. Lessee may, at any time or from time to time, mortgage the Improvements so long as Lessee is in compliance with all terms, conditions, and provisions of this Lease Agreement. Such right of Lessee to mortgage the Improvements to the Premises shall be a continuing right and shall not be deemed exhausted by the exercise thereof on one or more occasions. Any such mortgage shall be expressly subject to the provisions of this Lease Agreement, and only with prior written notice to Lessor and only with the consent of the Lessor which Lessor will not unreasonably withhold. No mortgage shall to any extent encumber all or any portion of Lessor's interest in the Premises.

(ii) Mortgagee's General Cure Rights. Lessor, prior to terminating this Lease Agreement or exercising any other right or remedy hereunder for a default by Lessee (as defined below), shall give each holder of a deed of trust or mortgage encumbering the Improvements to the Premises ("Leasehold Mortgagee") written notice of the pertinent default by Lessee and providing thirty (30) days in which to cure the same, or, if the subject default by Lessee is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, then the Leasehold Mortgagee's cure period shall be extended for so long as the Leasehold Mortgagee begins the curative portion within said 30 days and diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to effect a cure, Leasehold Mortgagee's cure period shall be extended to afford Leasehold Mortgagee time to obtain possession of the Premises. In the event this Lease Agreement is terminated in accordance with this Lease Agreement or by provision of law, or in the event Lessor dispossesses Lessee, Lessor shall give each Leasehold Mortgagee written notice thereof within ten (10) days after the termination or dispossession. Lessor and Lessee agree that any mutual termination, cancellation or rescission of this Lease Agreement by Lessor and Lessee shall be effective only if the same is approved in writing by any Leasehold Mortgagee. Provided, however, Leasehold Mortgagee shall be

deemed to have approved of any mutual termination, cancellation, or rescission, if Leasehold Mortgagee has failed to approve or disapprove of said termination, cancellation, or rescission within 30 days of receipt of notice of the parties' intent to terminate, cancel, or rescind the Lease Agreement.

(iii) New Lease. If Lessor terminates this Lease Agreement, Lessor agrees to enter into a new lease for the Premises with any Leasehold Mortgagee or its designee, for the remainder of the term of this Lease Agreement, effective as of the date of such termination at the same rent, and otherwise upon the same terms, covenants and conditions contained herein, provided that (i) such Leasehold Mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and (ii) such Leasehold Mortgagee will pay or cause to be paid to Lessor within the same period as in (i) above all delinquent sums unpaid which at such time would have been payable under this Lease Agreement but for such termination, and shall cure all defaults of Lessee under this Lease Agreement which remain uncured as of that date to the extent the same can be reasonably cured, all other non-monetary defaults being waived by Lessor, (iii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorneys' fees, court costs, and disbursements reasonably incurred by Lessor in connection with any such default and any termination as well as in connection with the execution and delivery of such new lease, and (iv) such lease shall be made without any warranty to the Leasehold Mortgagee as to rights Lessee may continue to have or assert as to the Premises. If more than one Leasehold Mortgagee shall desire to enter into such new lease under the circumstances outlined hereinabove, the Leasehold Mortgagees in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) shall have the first opportunity to do so. However, irrespective of any other provisions in this Lease Agreement to the contrary, if a Leasehold Mortgagee does not exercise its right to enter into a new lease with Lessor within the time periods and in accordance with the provisions set forth hereinabove, such Leasehold Mortgagee shall not thereafter have any rights whatsoever in this Lease Agreement or in the Premises, all interest therein having reverted to Lessor as a result of the termination of this Lease Agreement.

(iv) Casualty. In case any mortgage made by Lessee shall be in force at the time of any damage to or destruction by fire or otherwise of the Improvements, then the Leasehold Mortgagee is hereby authorized, at its sole expense, to repair or restore the Improvements or to replace the Improvements under the same terms and conditions of this Lease Agreement as would be applicable in the case of a repairing, restoring or replacement by Lessee. The Leasehold Mortgagee so repairing, restoring or replacing any part of said Improvements shall, subject to compliance with all the conditions contained in this section, be subrogated to the rights of Lessee to all the insurance proceeds payable as a result of the damage or destruction, and shall be entitled to have all of said insurance proceeds paid out

upon architect's certificates in the same manner in every respect as if said Leasehold Mortgagee were Lessee under this Lease Agreement.

6. Conditions of Use.

(a) Lessee shall not store gasoline, solvents, explosives, flammable paints, other flammables, or other hazardous materials in the Improvements or on the Premises without the prior written approval of the County Manager or authorized designee. However, it is recognized and understood that fuel contained in the fuel tanks of vehicles is permitted. Furthermore, it is recognized and understood that propane properly contained in propane tanks is permitted, as long as Lessee complies with all applicable local, state and federal regulations. The parties understand that the County Manager or authorized designee is authorized by this provision to require use of safety containers, and to require that other safety measures are followed by Lessee as a condition of such approval. Written approval of the County Manager or authorized designee shall not be required for the storage of less than a total of five gallons of engine oil or other engine lubricants, hydraulic fluids, and cleaning fluids necessary and incidental to the normal conduct of business. Pursuant to paragraph 5(d) herein, Lessee shall comply with any and all necessary pretreatment wastewater requirements deemed necessary by the City of Gunnison.

(b) Lessee shall control the conduct and demeanor of its employees, guests, and invitees in and around the Improvements and Premises and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. Furthermore, there shall be no dogs of any kind allowed in and around the Improvements and/or Premises.

(c) Lessee shall keep the Improvements and Premises clean and free of debris at all times, and Lessee shall not place any trash or debris on the common grounds except in containers provided for trash by the Lessor.

(d) Any modification to existing wiring or the installation of additional outlets or fixtures must be in compliance with current codes. Any device, the use of which requires modification to the capacity of the existing electrical system, shall be required to be high wattage.

(e) Lessee shall not attach any hoisting or holding mechanism to any part of the Improvements or pass any mechanism over the struts or braces therein without the prior written permission of the County Manager or authorized designee, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure. For purposes of this Lease Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting or winching device. Lessee shall be responsible for any and all damage to the Improvements occasioned by such use or conduct.

(f) Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Improvements without the prior written permission of the County

Manager or authorized designee, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure.

(g) In utilizing the Improvements and Premises, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by any federal, state or local government agency. If there is a conflict between this Lease Agreement and any ordinance, resolution, rule or regulation, the more stringent shall control.

7. Termination. Either party shall have the right to terminate this Lease Agreement in its entirety if the other party breaches any provision of this Lease Agreement or fails to perform any obligation hereunder and such breach or failure continues for a period of thirty (30) days after receipt of notice from the other party specifying the breach or failure to perform in question. In the event of a non-monetary default, if it is not possible to cure the breach within thirty (30) days, the breaching party must commence work to cure the breach within thirty (30) days of receiving notice and must diligently pursue work to cure the breach. Failure to diligently pursue curing the breach shall be grounds for termination. Notwithstanding the above, if Lessee does not receive approval by the Gunnison County Planning Department of Lessee's application for proposed Improvements and Infrastructure to be installed and/or constructed on the Premises, Lessee shall have the right to terminate this Lease Agreement.

8. Certain Rights and Obligations on Termination. Upon expiration or termination of this Lease Agreement, Lessor shall be deemed the owner of the Improvements and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, except for those which Lessor requires to be removed at the end of the Lease Term. Lessee shall remove those Improvements and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, which Lessor requires to be removed, by the end of the Lease Term. Lessee shall immediately repair any damage to the Improvements and Premises caused by such removal.

9. Inspection. Lessor's authorized representatives shall be allowed access to the Improvements and/or Premises at all reasonable times, for the purpose of examining and inspecting the Improvements and/or Premises. Except in cases of emergency, no inspection shall be made without reasonable prior notice to the Lessee. At all times, Lessee shall provide and Lessor shall have means of access to the interior of the Improvements (i.e. key, lock combination, etc.).

10. Ingress-Egress. Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the Improvements or Premises, via the internal access road.

11. Assignment, Subletting, Change of Ownership.

(a) Lessee may, only upon prior written approval of the Lessor, which approval shall not be unreasonably withheld, assign use of Lessee's rights and obligations arising under this Lease Agreement if Lessee transfers its ownership in the Improvements to that same party.

(b) Lessee may sublease all of or a portion of its Improvements; provided, however, the Lessee shall be obligated to first notify the County Manager or authorized designee of any sublease and of the name of the sublessee. Failure to first notify the County Manager or authorized designee of all subleases, and the name(s) and contact information of the sublessee(s), shall constitute an event of default under this Lease Agreement. The parking of equipment not owned by or leased by Lessee within the Premises shall constitute a sublease. Any transferee, assignee, or sublessee shall be subject to and be bound by all the provisions of this Lease Agreement, including complying with the Gold Basin Industrial Park Special Area Regulations.

(c) The following events shall be referred to herein as a "Transfer" and require county approval: (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Premises (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Premises (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Premises (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or in the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Lease Agreement, or (v) the reorganization, liquidation or dissolution of the Lessee. The Lessor shall not consider a transfer by devise, descent or by operation of the law upon the death of a joint tenant as a Transfer.

12. Nondiscrimination. Lessee agrees that (1) no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, physical or mental handicap, sexual preference or national origin; (2) in constructing any improvements or furnishing services at the Premises, no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination on the grounds of race, color, physical or mental handicap, sexual preference or national origin; and (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to applicable regulations. The failure to remedy any breaches of any of the above non-discrimination covenants shall constitute cause for Lessor to terminate this Lease Agreement under the provisions of paragraph 7.

13. City of Gunnison Public Improvement Fee. Any and all retail sales which are taxable pursuant to Title 39, Article 26, Colorado Revised Statutes, conducted on the Premises shall be subject to and in compliance with the then existing and applicable agreement between the City of Gunnison and Gunnison County for the collection of Public Improvement Fees as identified in **Exhibit G** attached hereto and incorporated herein. Lessee shall provide Lessor with a monthly report, verified under penalty of perjury, of any and all retail sales conducted on the Premises along with payment of the requisite Public Improvement Fee in full by the 25th day of the following month. Lessor, upon receipt of Lessee's Public Improvement Fee payment, shall then forward Lessee's Public Improvement Fee payment to the City of Gunnison by the last day of the following month.

14. Hold Harmless Clause. Lessee shall defend, indemnify and hold harmless the Lessor, its officials, employees and agents from any claims whatsoever concerning the Improvements and/or Premises and for any liability for damages, injury or death which may arise from the direct or indirect operations of the Lessee, Lessee's contractors or subcontractors, which relate to the construction and/or installation of Improvements and Infrastructure and maintenance thereof and all facets of Lessee's business operation.

15. Non-Waiver. Failure or delay on the part of either party to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar or dissimilar action. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced.

16. Notices. Notices to Lessor provided for herein shall be deemed received when actually received by the following individuals:

County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Notices to the Lessee will be deemed received:

- (a) if personally received by the individual named below, or
- (b) three days after being sent by certified mail, postage prepaid, addressed to:

Fred Neiderer
GBIP Master Lease LLC
270 Riverwalk Drive
Gunnison, CO, 81230
970-975-3003

or to such other address as the Lessee may designate in writing from time to time.

17. Paragraph Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

18. Invalid Provisions. In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision

does not materially prejudice either Lessor or Lessee or their respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease Agreement.

19. Attorneys' Fees. In the event of litigation or other proceedings to enforce or interpret this Lease Agreement, Lessee shall pay Lessor any and all fees, costs and expenses, including attorneys' fees incurred by Lessor to enforce or interpret this Lease Agreement.

20. Successors and Assigns. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

21. Miscellaneous. In this Lease Agreement, the singular shall include the plural; the singular in reference to one gender shall include the other and the neuter, as appropriate. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action concerning this Lease Agreement must be brought in Gunnison County, Colorado.

22. Authority. The undersigned, on behalf of the Lessee, warrants that he is authorized by the Lessee to enter into and be bound by this Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed under their respective seals on the day and year first written above.

LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: [Signature]

ATTEST

[Signature]
Deputy County Clerk



LESSEE:

By: [Signature]
Fred Niederer
Alpha Building Solutions LLC → F.N.
GBIP MASTER LEASE LLC.

EXHIBIT A
(Identification and Legal Description of Industrial Park)

EXHIBIT B
(Legal Description of Leased Parcel)

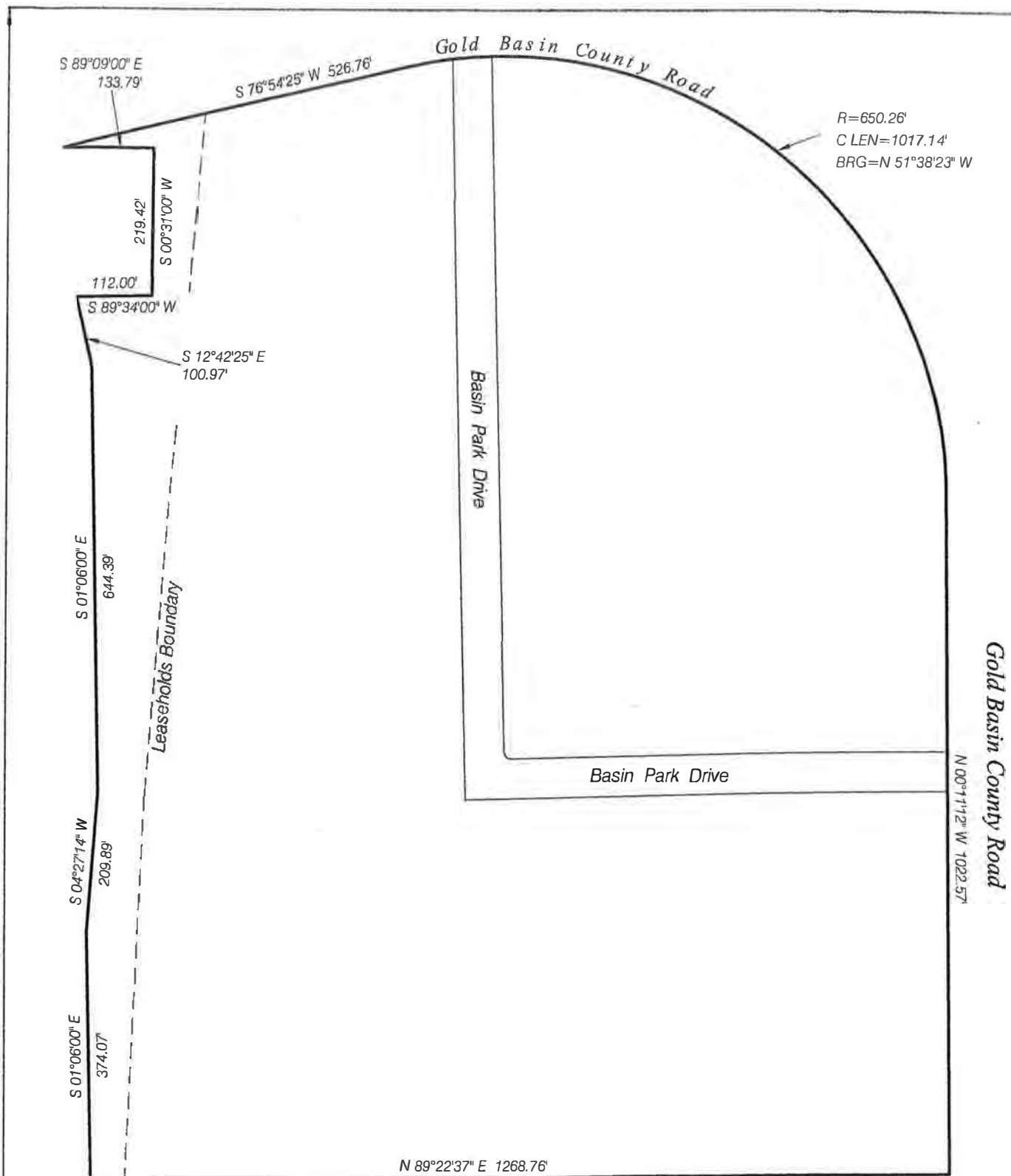
EXHIBIT C
(Gold Basin Industrial Park Special Area Regulations)

EXHIBIT D
(Lessee's Site Plan Identifying the Improvements to be Constructed)

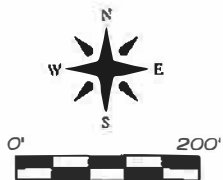
EXHIBIT E
(Wastewater IGA w/City of Gunnison)

EXHIBIT F
(Business Plan)

EXHIBIT G
(Agreement between the City of Gunnison and Gunnison County for the collection of Public Improvement Fees)



Gold Basin Industrial Park Exterior Boundaries



Scale 1" = 200'

as per Plat recorded
as Land Survey Plat # 486

N NORTH STAR SURVEYING, INC.

710 County Road 737 • Post Office Box 668 • Gunnison, Colorado 81230 • (970) 641-4543

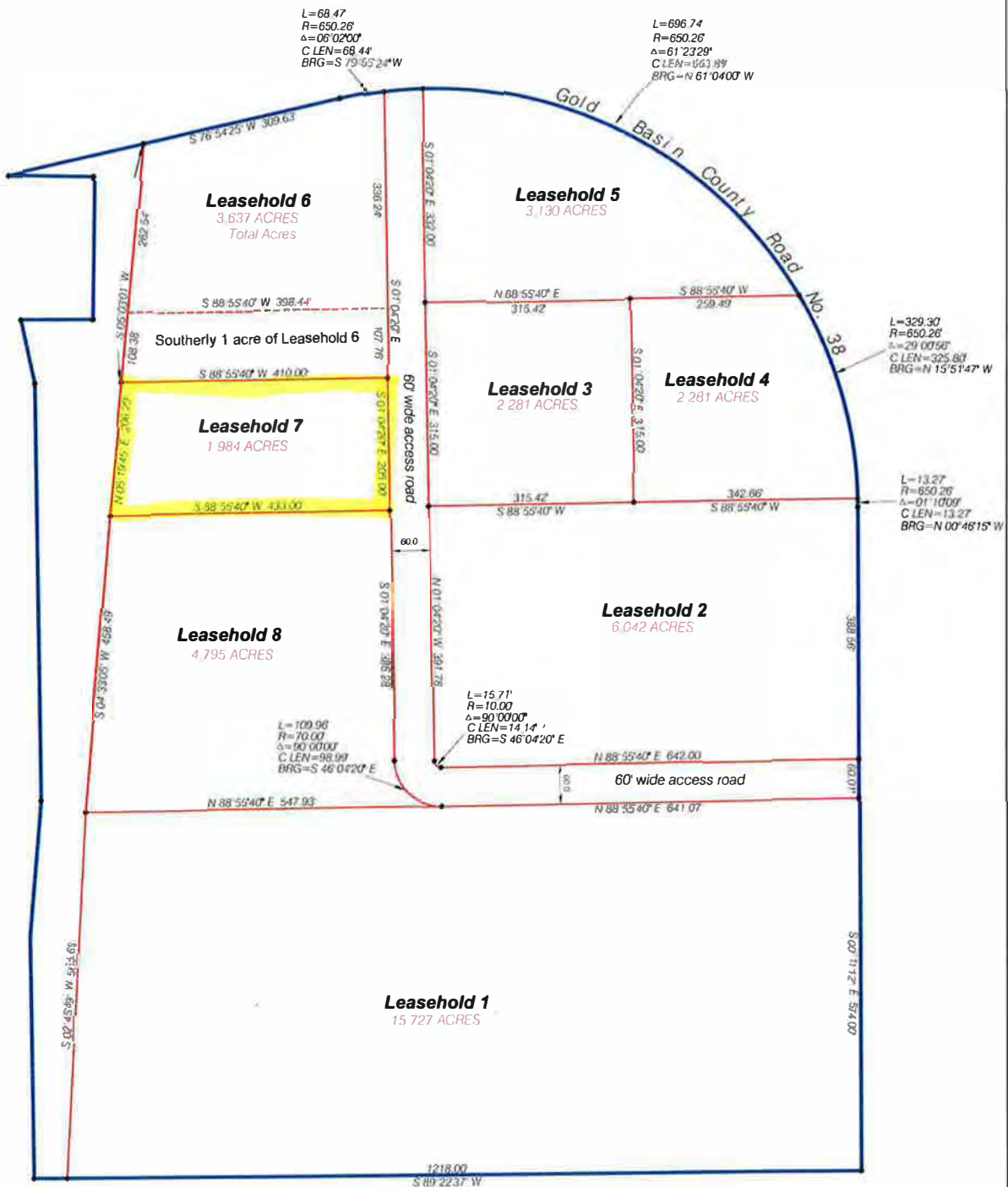
LEGAL DESCRIPTION PARCEL B

A tract of land located in the S1/2SW1/4 of Section 2 and the NE1/4NW1/4 of Section 11, Township 40 North Range 1 West, New Mexico Principal Meridian, more particularly described as follows:

Commencing at the South quarter corner of said Section 2; thence South 6°27'42" West 301.35 feet to a point on the southerly right-of-way of Gold Basin County Road #38 (as described in easement recorded at Book 779 Page 425, Gunnison County Recorder's Office, said point being the Point of Beginning and monumented by a rebar with aluminum cap stamped "LS 25644"; thence

- 1) northwesterly along said right-of-way along a curve to the left, having a radius of 650.26 feet and a chord bearing North 51°38'23" West 1017.14 feet to a rebar with aluminum cap stamped "LS 25644"; thence
 - 2) along said right-of-way South 76°54'25" West 526.76 feet to a rebar with aluminum cap stamped "LS 25644"; thence
 - 3) South 89°09'00" East 133.79 feet to a rebar with aluminum cap stamped "LS 25644"; thence
 - 4) South 0°31'00" West 219.42 feet to a rebar with aluminum cap stamped "LS 25644"; thence
 - 5) South 89°34'00" West 112.00 feet to a rebar with aluminum cap stamped "LS 25644";
 - 6) South 12°42'25" East 100.97 feet to a 2 1/2" angle-iron fence post; thence
 - 7) South 1°06'00" East along an existing fence 644.39 feet to a 2 1/2" angle-iron fence post; thence
 - 8) South 4°27'14" West 209.89 feet to a rebar with aluminum cap stamped "LS 25644"; thence
 - 9) South 1°06'00" East 374.07 feet to a point on the east-west centerline of the NW1/4 of Section 11, monumented by a rebar with aluminum cap stamped "LS 25644"; thence
 - 10) North 89°22'37" East along said east-west centerline 1266.76 feet to a point on the westerly right-of-way of Gold Basin County Road #38 (as described in easement recorded at Book 779 Page 425); thence
 - 11) North 0°11'12" West along said right-of-way 1022.57 feet to the Point of Beginning;
- containing 45.48 acres more or less.





Prepared by:
Alpine Surveying Inc.
 PO Box 93
 Gunnison, CO 81230
 (970) 641-2937

Gold Basin Industrial Park		
DRAWN	DATE	Lot lease layout as of 8/4/08
SH	8/4/08	
APPROVED	DATE	
SCALE	SHEET	PROJECT NO.
Not to Scale	1 of 1	08010

Lot 7 - Legal Description

Township 49 North, Range 1 West, New Mexico Principal Meridian.

Section 11: A Tract of land in the NE1/4NW1/4 more particularly described as follows:

Beginning at the southeast corner of a Parcel of land shown and described as "Parcel B" on a Plat deposited as Land Survey Plat # 486 in the records of Gunnison County, from whence the north quarter corner of said Section 11 bears North 1° 19' 33" East 1322.35 feet; thence North 0° 11' 12" West 574.00 feet along the east boundary of said Parcel B; thence South 88° 55' 40" West 641.07 feet; thence 109.96 feet along the arc of a curve to the right, said curve having a radius of 70.00 feet, a central angle of 90° 00' 00" and a chord which bears North 46° 04' 20" West, 98.99 feet; thence North 1° 04' 20" West 386.28 feet to the Point of Beginning of the herein described Lot 7, thence the following courses:

1. South 88° 55' 40" West 433.00 feet;
2. North 5° 19' 45" East 206.29 feet;
3. North 88° 55' 40" East 410.00 feet;
4. South 1° 04' 20" East 205.00 feet to the Point of Beginning of the herein described Lot 7.

This Lot contains 1.984 Acres more or less.

County of Gunnison,
State of Colorado.



GOLD BASIN INDUSTRIAL PARK SPECIAL AREA REGULATIONS



Adopted May 15, 2005

Amended June 10, 2008

Amended July 6, 2010

Amended July 1, 2014

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SECTION 1: PURPOSES.

The Gold Basin Industrial Park Special Area ("Gold Basin Industrial Park") is a discrete geographical area in which land development and land use is limited to specific commercial business and light industrial uses compatible with the Gunnison/Crested Butte Airport and its neighborhood. The general purpose of these *Regulations* is to create specialized land use regulations and design standards for light industrial and related business development on a Leasehold Area adjacent to the Gunnison/Crested Butte Regional Airport). These purposes serve as basic goals for these *Regulations* and the review of applications for Gold Basin Industrial Park Special Area Permits. When there is a conflict between a statement of purpose and an adopted standard in these *Regulations*, or when an adopted standard is more specific, the standard shall supersede these purposes. These *Regulations* shall be liberally construed to further the following purposes.

- A. TO SIMPLIFY THE REGULATORY REVIEW PROCESS.** To provide a simplified and expedited permit application review process for business, light industrial and commercial uses within the Gold Basin Industrial Park Special Area.
- B. TO AFFIRMATIVELY PROMOTE A COMPACT DEVELOPMENT PATTERN.** To affirmatively promote a compact development pattern that discourages sprawl, in which denser and more intense forms of development will occur contiguous to, or in close proximity to, existing population and development centers and public services, and in so doing, minimize the cost of providing governmental and other services.
- C. PROTECT THE ENVIRONMENT; PUBLIC HEALTH, SAFETY AND WELFARE; PUBLIC SERVICES, FACILITIES AND PROPERTY.** To avoid or mitigate potential impacts caused by land development within the Gold Basin Industrial Park Special Area, to the environment, to public services and facilities, property and public safety, and land use within the Gold Basin Industrial Park Special Area and adjacent properties.
- D. TO PROTECT AND ENHANCE ECONOMY.** To protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with the *Gunnison County Land Use Resolution*.
- E. TO ENCOURAGE INNOVATIONS.** To encourage innovations in commercial and industrial land use, so that the growing demands of the population may be met by greater variety in type, design, and layout of development.
- F. TO PROVIDE OPPORTUNITY FOR NEW AND EXISTING BUSINESSES.** To provide the opportunity for existing businesses to grow and new businesses to locate in close proximity to existing utilities and transportation routes.
- G. TO ENCOURAGE ECONOMIC DIVERSITY.** To encourage, strengthen and promote greater economic diversity in the County; to broaden employment opportunities and reduce seasonal employment fluctuation in a manner that will not endanger or detract from the existing economy.
- H. TO WORK COOPERATIVELY WITH THE CITY OF GUNNISON.** To encourage business, light industrial and commercial operations to be constructed and maintained in a manner that is compatible with the land use regulations and design requirements of the City of Gunnison.

SECTION 2: APPLICABILITY.

These *Regulations* shall apply to all development, including development of new uses, expansion of existing uses and change of the use of land or structures within the Gold Basin Industrial Park Special Area.

SECTION 3: RELATIONSHIP TO THE GUNNISON COUNTY LAND USE RESOLUTION.

- A. USES GENERALLY EXEMPT FROM LAND USE RESOLUTION.** Development within the Gold Basin Industrial Park Special Area shall be exempt from requirements of the *Gunnison County Land Use Resolution* unless otherwise specified in these *Regulations*.

SECTION 4: DEFINITIONS

- B. DEFINITIONS.** Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*.
- C. CONSTRUCTION AND WORD USAGE.** Construction and word usage shall be interpreted pursuant to the *Gunnison County Land Use Resolution*.
- D. INTERPRETATIONS.** The Gunnison County Community Development Director shall have authority to interpret these *Regulations*, and shall do so in the same manner provided pursuant to Section 1-114: *Interpretations*, of the *Gunnison County Land Use Resolution*.
- E. ENFORCEMENT.** Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution*.

SECTION 4: DEFINITIONS.

This Section defines words, terms, and phrases used specifically in these *Regulations*. Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*.

ANIMAL SHELTER means a facility designated or approved by Gunnison County for the purpose of impounding and housing and caring for homeless, lost or abandoned small animals, primarily dogs and cats.

BOARD means the Board of County Commissioners of the County of Gunnison, Colorado, duly authorized to act on behalf of Gunnison County, Colorado.

COMMERCIAL means any establishment engaged in the retail or wholesale of goods or services that is open to the general public or that may be open to members only. This does not include farm or ranch stands. "Commercial" also means "business."

COMMON AREA means all areas, tracts, and Leasehold Areas of land not designated as Leasehold Areas on any recorded plat map or survey of the Property, and shall specifically include all Streets, mini-parks, cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the Leasehold Areas and Gold Basin Road.

DESIGN REVIEW COMMITTEE ("DRC") means the committee established by these *Regulations* to review and act on plans for improvements on any Leasehold Area to ensure compliance with the Design Standards set forth in these *Regulations*. The Design Review Committee shall be composed of the Board and two Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area appointed by the Board, with each member of the Board and each Lessee entitled to one vote on matters coming before the Design Review Committee.

GOLD BASIN INDUSTRIAL PARK SPECIAL AREA shall be synonymous with the term "Property," and shall mean all of the real property now or hereafter made subject to these *Regulations*.

INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, manufacture of raw, semi-processed materials, manufactured goods, or any components thereof.

IMPROVEMENT OR IMPROVEMENTS means those buildings, outbuildings, roads, driveways, parking areas, fencing, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind whether above or below the land surface.

LEASEHOLD AREA means the beneficiary under, or holder of, a leasehold interest in a Leasehold Area or Improvements thereon, entitling that person or entity to occupy a Leasehold Area or said Improvements under a lease for a fixed term. Gunnison County shall not be considered a Lessee notwithstanding its occupancy of any Leasehold Area or Leasehold Areas.

MITIGATION means the following actions, prioritized in order of preference:

- **AVOIDING IMPACTS** Avoiding an impact by not taking a certain action or parts of an action; or

- **MINIMIZING IMPACTS** Limiting the degree or magnitude of the action or its implementation, or by changing its location; or
- **RECTIFYING IMPACTS** Repairing, rehabilitating, or restoring the impact area, facility or service; or
- **REDUCING OR ELIMINATING IMPACTS** Reducing or eliminating the impact over time by preservation and maintenance operations; and
- **COMPENSATING FOR IMPACTS** Compensating for the impact by replacing or providing equivalent biological, social, environmental and physical conditions, or a combination thereof.

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another or on the general public.

- **MIXED NUISANCE** is one that is both public and private in its effects.
- **PRIVATE NUISANCE** is a wrongful interference with a person's interest in the private use and enjoyment of land.
- **PUBLIC NUISANCE** includes "public nuisance" as defined in C.R.S. 16-13-301 et seq.

OCCUPANT means a Lessee, licensee of a Lessee, or any other person or entity other than a Lessee, in lawful possession of a Leasehold Area or any portion thereof.

COMMUNITY DEVELOPMENT DEPARTMENT means the Gunnison County Community Development Department.

PROPERTY shall be synonymous with Gold Basin Industrial Park Special Area, and shall mean all of the real property now or hereafter made subject to these *Regulations*.

RECLAMATION PERMIT means the Reclamation Permit issued and administered by the Gunnison County Public Works Department.

RECORD OR RECORDED OR RECORDATION means, with respect to any document, the recording of said document in the records of the Office of the Gunnison County Clerk and Recorder, Gunnison County, Colorado.

REGULATIONS means these *Gold Basin Industrial Park Special Area Regulations* (the "Regulations"), created to regulate the development and use of the Gold Basin Industrial Park Special Area in conjunction with the designation of the Gold Basin Industrial Park Special Area as a Special Area pursuant to the *Gunnison County Land Use Resolution*, as they may from time to time be amended or supplemented.

SIGN means any placard, poster, billboard, advertising structure or inscribed surface, pattern or artificial lighting, pictorial or symbolic ornament, emblematic structure, banner, fluttering apparatus, or other visually communicative or expressive device that is visible from an out-of-doors position and is used to advertise or call the public's attention to any public, business, commercial, industrial, recreational or any other activity, object for sale or lease, person or place, or to bear any kind of message. A sign includes any surface on which a name, text, device, signal, ornament, logotype, or advertising matter is made visible, but does not include a vehicle on which the name of a business appears. The meaning of "sign" shall also include any sign currently in disuse, but still visible from an out-of-doors position, and any frame or support structure erected specifically to support a sign.

STREET means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. Street shall include road, lane, place, avenue, drive and similar terms.

WEED MANAGEMENT PLAN means the Weed Management Plan issued and monitored by the Gunnison County Public Works Department.

SECTION 5: OPERATIONS AND USE.

A. PURPOSE. This Section describes the permitted and prohibited uses of Leasehold Areas in the Gold Basin Industrial Park Special Area, and how the permitted uses are required to be operated.

B. PERMITTED USES ON LEASEHOLD AREAS. Any Leasehold Area within the Gold Basin Industrial Park Special Area shall be used only for the following uses:

SECTION 5: OPERATIONS AND USE

1. Wood processing and product manufacturing
2. Veneer, Plywood & Engineered Wood Product Manufacturing
3. Millwork
4. Sawmill
5. Glass and Glass Product Manufacturing
6. Ornamental and Architectural Metal Product Manufacturing
7. Furniture and Related Product Manufacturing
8. Wood Kitchen Cabinet and Countertop Manufacturing
9. Manufacture or assembly of products from the following previously prepared materials: electronic components, and wire, fiber, glass, leather, paper, plastics, textiles and wood
10. Sign-making and sign sale or/and repair shop
11. Upholstery Shop
12. Warehouse and truck terminal
13. Welding or machine shop
14. Wholesale businesses
15. Wood truss manufacture
16. Public Works Facility
17. Yards for stockpiling coal, sand, gravel and other materials
18. Hay cube manufacturing plant facility.
19. Animal shelter.
20. Marijuana cultivation, manufacturing and testing.

C. PROHIBITED USES ON LEASEHOLD AREAS. The following uses and operations are prohibited:

1. **NO USE IN VIOLATION OF GOVERNMENT REGULATION.** No Leasehold Area shall be used in violation of any applicable federal law or regulation, or regulation of the State of Colorado or Gunnison County.
2. **RESIDENTIAL OCCUPANCY.** The occupancy of a Leasehold Area for a residence as defined by the *Gunnison County Land Use Resolution*, except as may be permitted within a Lease Agreement with Gunnison County, and in compliance with requirements of the U.S. Department of Energy and the Colorado Department of Public Health and Environment.
3. **MOBILE HOME OR RECREATIONAL VEHICLES.** Any mobile home or recreational vehicle park, or storage or residential use, including temporary, of any such vehicles.
4. **JUNK YARDS AND REFUSE DUMPS.** Use of a Leasehold Area as a junk yard, or for dumping, disposing, incinerating or reducing garbage or refuse of any nature.
5. **RAISING AND/OR SLAUGHTERING OF ANIMALS.** Use of a Leasehold Area for raising, storage, slaughter of animals, except that animals may be housed and cared for in an animal shelter as allowed by these *Regulations* and an applicable Lease agreement with Gunnison County.
6. **WATER WELLS, DRILLING, AND MINING OPERATIONS.** Any drilling for, excavation, refining and/or removal of oil, gas, hydrocarbon substance, water, geothermal steam and other subsurface substances, except as allowed by the U. S. Department of Energy and Colorado Department of Public Health and Environment to allow construction of structures for permitted industrial or commercial uses.

- D. USE OF COMMON AREA.** No structures or personal property shall be parked, stored or permitted on the Common Area. The DRC may adopt and amend reasonable rules of operation, consistent with these *Regulations* concerning use of the Common Area, which they shall make available to all Lessees and Occupants. All Lessees and Occupants, their invitees and licensees shall adhere to those rules of operation in their use of the Common Area.
- E. NUISANCES.** No noxious or offensive activity shall be conducted within the Gold Basin Industrial Park Special Area if that activity constitutes or may become a public nuisance. The use shall not operate during such hours or in manner that will create a public or private nuisance or unreasonably disturb adjacent property uses.
- F. ACTIVITIES SHALL NOT INCREASE INSURANCE PREMIUMS.** Except with the prior written consent of the Board, no Lessee or Occupant shall use a Leasehold Area or any portion of the Common Area in such a way that increases the cost of Gunnison County's insurance premium, or any other Lessee or Occupant, or that causes any such insurance to be canceled or threatened to be canceled.
- G. CONDITION OF LOTS.** The Lessee or Occupant of a Leasehold Area shall at all times keep their Leasehold Area and all the improvements on it in a safe and clean condition.
- H. REFUSE COLLECTION AREAS.** No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Leasehold Area or the Common Area. Each Lessee or Occupant shall provide suitable receptacles for the temporary storage and collection of refuse. No fires for the burning of trash, leaves, clippings, or other debris or refuse, and trash from their Leasehold Area. Processed and unprocessed hay, timber, lumber, stone and other similar organic or inorganic materials or products utilized in connection with permitted uses of a Leasehold Area may be present on a Leasehold Area.
- I. DISPOSAL OF PETROLEUM PRODUCTS AND SIMILAR WASTE MATERIALS.** The disposal of petroleum and similar products shall comply with all applicable federal, state and County regulations.
- J. EXCAVATION.** No excavation of a Leasehold Area shall be made except in connection with the construction of approved structures and other improvements. Upon completion of construction, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and restored to its original condition. No excavation shall occur before written approvals from the DRC and from the Colorado Department of Public Health and Environment. Monitoring and mitigation procedures as required by either or both of those entities shall be effected by the Lessee.
- K. IRRIGATION.** Water needed to irrigate a Leasehold Area shall be obtained solely from Gunnison County water lines. No water shall be drawn or pumped from any pond for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.
- L. NOISE.** Every use in the Gold Basin Industrial Park Special Area shall be conducted to mitigate impacts caused by intermittence, frequency, or shrillness regardless of db(A) measurement. Sound levels of noise radiating 25 or more feet beyond the subject property boundary in excess of the db(A) established for time periods and uses listed in Appendix Table 3: *Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses* may be considered a public nuisance.
- 1. NOISES SPECIFIC TO OPERATION OF AN ANIMAL SHELTER.** Any animal shelter located within the park shall be designed and located to mitigate the sounds of barking to residents of the neighborhood, and dogs shall be housed inside during evening and nighttime hours.
- M. ODORS.** No industrial or commercial use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors.
- N. USE OF SPECIAL AREA NAME.** The name "Gold Basin Industrial Park Special Area" may not be used in the name of any business, industrial or commercial operation, or on any building in the Gold Basin Industrial Park Special Area, or in the name of any Lessee or Occupant, other than Gunnison County, except as may be approved by the Board.

SECTION 6: LEASE AGREEMENT AND PERMITS.

All Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area shall enter into a lease agreement with Gunnison County for use of a Leasehold Area, and obtain a Gold Basin Industrial Park Special Area Permit. No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Leasehold Area by any Lessee or Occupant until final plans and specifications shall have been submitted to and approved in writing by the DRC and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

A. GOLD BASIN INDUSTRIAL PARK SPECIAL AREA PERMIT. Applications for a Gold Basin Industrial Park Special Area Permit shall be processed as follows:

- 1. CONCURRENT APPLICATIONS.** An applicant may apply concurrently to the County and to any other necessary permit agencies.
- 2. CONCURRENT PROCESSING.** Gunnison County seeks to avoid duplicative regulatory controls or unnecessary delays. Therefore, processing of an application for a permit normally will proceed concurrently with the processing of other required permit applications. However, final action of the application may not occur until a permit is issued by each other permit entity with applicable regulatory authority so that Gunnison County will have the benefit of the analysis and determinations by the other entity(s) in reaching its own decision.
- 3. CONSIDERATION OF OTHER PERMIT CONDITIONS.** Gunnison County shall consider the conditions of any related permit when processing an application for a Gold Basin Industrial Park Special Area Permit.
- 4. PERMIT APPLICATION.** The Community Development Department shall provide the applicable form for a Gold Basin Industrial Park Special Area Permit that shall, at a minimum, include the following information and materials:
 - a. APPLICANT.** The name, address, telephone and fax numbers, and e-mail address for the applicant, or if the applicant is to be represented by an agent, a notarized letter signed by the applicant authorizing the agent to represent the applicant and also stating the same information for the agent.
 - b. LEASEHOLD AREA LOCATION.** The Leasehold Area address at which the business or industrial operation is proposed to be located.
 - c. COLORADO DEPARTMENT OF HEALTH APPROVAL.** Documentation of approval of the proposed construction by the U. S. Department of Energy and the Colorado Department of Public Health and Environment.
 - d. PROJECT DESCRIPTION.** A detailed written description of what the applicant wants to do on or to the Leasehold Area, including:
 - 1. BUSINESS OR INDUSTRIAL OPERATION.** A description of the proposed business or industrial operation.
 - 2. NUMBER OF EMPLOYEES.** Number of employees required for the operation
 - 3. HOURS OF OPERATION.** The hours of daily operation, and the days of the week in which the business or industrial operation is proposed to be conducted.
 - 4. CONSTRUCTION.** The amount of square footage proposed for the structures, and the types of materials to be used in the structures.
 - 5. TRAFFIC.** Traffic estimated to be generated by the proposed project, including whether it will be commercial or industrial, or a mix of all uses, the types of vehicles that will be used, and the estimated numbers of vehicle trips per day.
 - 6. PHASES.** If the business or industrial operation is proposed to be developed in phases, an identification of the phases what activities are proposed to be included in each.
 - e. SITE DEVELOPMENT PLAN.** A copy of the Site Development Plan, which shall include a scaled drawing of the Leasehold Area, including the following:

1. **ALL STRUCTURES.** All existing and proposed structures to be placed on the Leasehold Area, showing locations, and describing the use, type, shape, composition and appearance of each.
 2. **BOUNDARY LINES AND SETBACKS.** Boundary lines and front, rear and side setback lines of the Leasehold Area.
 3. **UTILITIES.** Locations of all existing and proposed utilities to serve the Leasehold Area, including water, sewer, electric, gas, phone and cable lines.
 4. **PARKING AND DRIVEWAYS.** The number and location of all existing and proposed parking spaces and driveways on the Leasehold Area.
 5. **SIGN LOCATIONS AND DESIGNS.** A plan for the location and renditions of their design, in compliance with these *Regulations*.
 6. **EXTERIOR LIGHTING PLAN.** An exterior lighting plan that complies with the overall lighting plan for the park and with the applicable requirements of the *Gunnison County Land Use Resolution*.
 7. **DRAINAGE PLAN.** A drainage plan for the Leasehold Area, depicting drainage patterns on and adjacent to the Leasehold Area. The Leasehold Area's drainage system shall be designed by a registered professional engineer licensed in the State of Colorado, according to generally accepted storm drainage practices and pursuant to the standards of these *Regulations* and all other applicable County, state and federal regulations.
 8. **LANDSCAPING PLAN.** A landscaping plan that complies with site-specific requirements of the Design Review Committee.
- f. **WATER SUPPLY AND WASTEWATER TREATMENT.** Verification from the Gunnison County Public Works Department intent to provide, signed agreement or contract between the applicant and the supplier indicating that it has the capacity and is willing to provide the amount of water that will be provided by the service provider, and any conditions of providing tap-on and service by the Dos Rios water supply system, and the Dos Rios wastewater treatment system.
5. **REVIEW PROCESS.** The following review process shall apply for a Gold Basin Industrial Park Special Area Permit:
- a. **SUBMITTAL OF APPLICATION.** The applicant shall submit to the Community Development Department a complete application as required by these *Regulations*.
 - b. **DETERMINATION OF COMPLETENESS.** The Community Development Department shall determine whether the application is complete and includes all information required by these *Regulations*. The Community Development Department shall notify the applicant in writing that the application is either complete or incomplete, or shall indicate a date by which such determination shall reasonably be made. It is the goal, but not the requirement of these *Regulations* that this review be completed within 30 days of the submittal of the application.
 1. **APPLICATION IS NOT COMPLETE.** If the application is not complete, the Community Development Department shall inform the applicant of the deficiencies in writing and shall take no further action on the application until the deficiencies are remedied.
 - (a.) **FAILURE TO CORRECT CONSTITUTES WITHDRAWAL.** If the applicant fails to correct the deficiencies within 60 days of the postmarked or certified date of the mailing of the notification that the application was incomplete, the application shall be considered withdrawn.
 2. **APPLICATION IS COMPLETE.** The Community Development Department shall determine it to be complete. A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of these *Regulations*.

SECTION 6: LEASE AGREEMENT AND PERMITS.

- c. **REQUEST FOR REVIEW BY DRC.** The Community Development Department shall refer the complete application to the DRC, which shall complete its review pursuant to Section 7: *Design Review*.
- d. **REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS.** At the same time the application is being reviewed by the DRC, The Community Development Department may request the professional analysis and recommendations of any other review agency, organization, or technical consultant deemed appropriate and necessary to complete the review, including other County offices and departments, municipal, state, or federal agencies having an interest in or authority over all or part of the proposal, utility companies, the applicable school district and special service districts serving the proposed development, and engineers, designers, and legal consultants.
 - 1. **REVIEW AND COMMENT BY REVIEW AGENCIES.** The review agencies that are sent a copy of the application shall be requested to make comments within 21 days of mailing by the Community Development Department, unless an extension of not more than 30 days has been requested by the agency before the 21st day. The Department may grant such a reasonable extension if it determines that good cause for the delay has been shown. The failure of any agency to respond within 21 days or within the period of extension shall not be deemed an approval of the application by the agency.
 - 2. **REVIEW OF AGENCY/DEPARTMENT COMMENTS BY APPLICANT.** The applicant shall have the right to review the comments and recommendations received from the review agencies. The applicant may submit additional information and make changes in the development proposal to respond to the comments of the review agencies; provided, however, that if those changes are substantial or if they significantly alter the nature, character or extent of the application, the Community Development Department may, after the changes, refer the application again to some or all review agencies, to obtain additional comments, and may reasonably extend the period of their review accordingly.
- e. **NOTICE TO PUBLIC OF PROPOSED COMMERCIAL OR INDUSTRIAL USE.** Notice shall be given to the public by posting of the property and provision of notice within a legal newspaper of general circulation, and shall identify a 15-day public comment period, during which comments may be submitted to the Community Development Department.
- f. **NOTICE TO CITY OF GUNNISON.** Notice of the proposed use shall be provided to the City of Gunnison.
- g. **ACTION BY COMMUNITY DEVELOPMENT DIRECTOR.** If the DRC has submitted written approval of the proposed plans, and within 30 days of having determined that the application is complete, or after having received comments from review agencies, and, as applicable, the applicant has reasonably responded to those comments, the Community Development Director shall approve, approve with conditions, or deny the application, based upon the compliance of the application with the applicable standards and requirements of these *Regulations*.
 - 1. **APPROVAL SUBJECT TO LEASE AGREEMENT APPROVAL BY GUNNISON COUNTY AND COMPLIANCE WITH ALL OTHER PERMITS.** Approval requires, and shall include conditions that the applicant enter into a Lease Agreement with Gunnison County, and that the applicant timely and fully obtain and comply with all applicable federal, state, municipal and other permits required for the project.
- h. **APPROVAL FORWARDED TO BOARD OF COMMISSIONERS.** If the application has been approved, the Community Development Director shall forward a copy of that decision to the Board of Commissioners.
- i. **RECORDATION OF CERTIFICATE.** Within 15 days following approval of the Gold Basin Industrial Park Special Area Permit application, the Community Development Director shall record a Certificate of Approval in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall describe the specific project, the description of the subject Leasehold Area, any relevant Findings

related to the project's compliance with these *Regulations*, conditions of approval, and shall include the Community Development Director's signature line and the date of approval.

6. **APPEAL.** A decision by the Community Development Director on a Gold Basin Industrial Park Special Area Permit application may be appealed by referral to the Board.
 - a. **WRITTEN APPEAL.** An appeal may be submitted to the Community Development Director no more than 15 days after the date on which the decision-making body issues its final decision on the application; that time for submittal shall not include the day on which the decision was made. The appeal shall be submitted in writing, stating the basis of the appeal and the relief that is requested, and shall include the necessary materials to support the appeal. The appeal shall become part of the record.
 - b. **BOARD CONSIDERATION OF APPEAL.** The appeal shall be considered by the Board at a regularly scheduled meeting within 45 days after the date the written appeal was filed.
 - c. **NOTICE OF MEETING.** The Community Development Department shall, by first-class mail, inform the applicant, the appellant, and, if a public hearing was part of the review process on the application for which an appeal of action has been filed, anyone who testified at the public hearing or submitted written comments on the application. That information shall include the date, time, and place of the meeting.
 - d. **BOARD MAY CONDUCT PUBLIC HEARING.** At the meeting, the Board may determine that a public hearing should be conducted on the appeal. If the Board so determines, notice shall be given and the public hearing shall be conducted pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.
 - e. **BOARD DECISION.** The Board shall affirm, affirm with modifications, or reverse the original action.
 1. **MODIFICATION OR REVERSAL OF ORIGINAL ACTION.** The original action shall only be modified or reversed if the applicant establishes, by a preponderance of the evidence based on the record of the review body, that:
 - (a.) **NO CREDIBLE EVIDENCE.** There is no credible evidence in the record to support the original decision;
 - (b.) **ORIGINAL ACTION INCONSISTENT WITH THIS RESOLUTION.** The original action was inconsistent with the applicable requirements of this *Resolution*; or
 - (c.) **REVIEW BODY ACTION INAPPROPRIATE.** The review body exceeded its jurisdiction or abused its discretion.
 - f. **BOARD DECISION SHALL BE FINAL.** The Board's decision shall be final and shall not be further appealed, but may be subject to judicial review.
- B. STANDARDS FOR APPROVAL.** An application for a Gold Basin Industrial Park Area Special Area Permit shall comply with the following standards:
1. **COMPLIANCE WITH THESE REGULATIONS.** The use shall comply with all applicable standards and provisions of these *Regulations*.
 2. **COMPATIBILITY WITH COMMUNITY CHARACTER.** The proposed land use shall be compatible with, or an enhancement of, the character of existing land uses in the Gold Basin Industrial Park Special Area, and shall not adversely impact the future development of the surrounding area. Potential visual and noise impacts shall be mitigated.
 3. **LEASE AGREEMENT WITH GUNNISON COUNTY.** The Gunnison County Manager has provided written documentation that the applicant will be able to secure a lease for the subject Leasehold Area from the County.
 4. **NO SIGNIFICANT NET ADVERSE IMPACTS OFFSITE.** No significant net adverse impact after mitigation on existing off-site uses.

SECTION 7: DESIGN REVIEW.

- A. REQUIRED REVIEW AND APPROVAL.** No improvements shall be erected, placed, altered, maintained or permitted to remain on any Leasehold Area by any Lessee or Occupant until the use has received a Gold Basin Industrial Park Special Area Permit, and plans and specifications have been submitted to and approved in writing by the Design Review Committee, and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.
- B. DESIGN REVIEW COMMITTEE.** The Design Review Committee ("DRC") is hereby established to review and act on plans for improvements within the Gold Basin Industrial Park Special Area of permit applications and to ensure plan compliance with Section 8: *Design Standards*. The Committee shall be composed of the Board of County Commissioners, and of two Lessees, who shall be appointed by the Board.
- C. REVIEW AND ACTION BY DRC.** The DRC may deny or approve the plan as submitted, as altered or amended, or subject to specific conditions.
1. **DENIAL.** The DRC shall have the right to deny the plan on any reasonable grounds including, but not limited to, the following:
 - a. **NON-COMPLIANCE WITH THESE REGULATIONS.** Failure to comply with any of the restrictions set forth in these *Regulations*.
 - b. **INCOMPLETE INFORMATION.** Failure to include required information in the plans and specifications as required by these *Regulations*, or as reasonably requested by the DRC.
 - c. **EXTERIOR APPEARANCE.** Objection to the exterior design, the appearance of materials or the types of materials employed in the proposed structure. Objection to the color scheme, finish, proportions, style of architecture, height or bulk of any structure.
 - d. **INCOMPATIBILITY WITH OTHER GOLD BASIN INDUSTRIAL PARK SPECIAL AREA USES.** Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other Leasehold Areas.
 - e. **INCOMPATIBILITY.** Any other matter which, in the judgment of the DRC, would render the proposed improvements or use incompatible with the general plan for improvements within the Gold Basin Industrial Park Special Area.
 2. **APPROVAL** The DRC shall base its approval, among other factors, upon the adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon adjoining Leasehold Areas, proper facing of the main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and other rooftop installations, and conformity of the plans and specifications to the purpose and intent of these *Regulations*.
 - a. **DRC ACTION TO COMMUNITY DEVELOPMENT DEPARTMENT.** Upon approval or conditional approval by the DRC a copy of the approved plans and the DRC decision shall be deposited for permanent record with the DRC, and forwarded to the Community Development Department.

SECTION 8: DESIGN STANDARDS.

- A. PURPOSE.** This Section establishes the substantive standards by which applications for Gold Basin Industrial Park Special Area Permits will be reviewed and approved for development within the Gold Basin Industrial Special Area. These standards are intended to enhance and protect the value, desirability and attractiveness of all Leasehold Areas to the mutual benefit of Lessees, Gunnison County and the City of Gunnison, and to promote high quality design and the uniform application of standards.
- B. STANDARDS ARE MINIMUM.** These improvements standards are intended to ensure a minimum level of performance. If an alternate design, process, or material can be shown to provide performance equal to or better than that established by these standards, or where it can be shown that strict compliance with these standards would cause unacceptable environmental impacts, or would result in adverse conditions on- or off-

site because of unusual topography, size or shape of the Leasehold Area, existing vegetation, or other exceptional situations or condition, then the Community Development Director shall have authority to accept the alternative. The evaluation shall consider whether the alternative will provide for an equivalent level of public safety and whether the alternative will be equally durable, so that normally anticipated maintenance costs will not be increased.

C. MINIMUM SETBACKS. No Building or any portion thereof shall be placed on any nearer to the front, side or rear Leasehold Area line than 10 feet.

1. **EXCEPTIONS.** If a single building is constructed on two or more Leasehold Areas, no side yard setback is required from shared interior Leasehold Area lines

D. LANDSCAPING AND BUFFERING.

1. **LANDSCAPING PLAN.** Applicants shall prepare a landscaping plan that shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

a. **PROTECTION OF EXISTING VEGETATION.** No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

b. **VISIBILITY.** To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.

c. **ALLOWANCE FOR SNOW STORAGE AND PLOWING.** All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

2. **SITE PROTECTION.**

a. **TOPSOIL PRESERVATION.** Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the Leasehold Area. Such surfaces shall be stabilized by seeding or planting, or providing an all-weather surface approved by the Gunnison County Public Works Department.

b. **REMOVAL OF DEBRIS.** All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means in compliance with any applicable regulation. All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

c. **SLOPE PLANTINGS.** Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to the requirements of a Gunnison County Reclamation Permit.

3. **PLANTING SPECIFICATIONS.**

a. **MINIMUM TREE/SHRUB SIZES.** Deciduous trees shall have at least a two inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of use and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the Lessee for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the Lessee no later than the following planting season.

b. **PLANT SPECIES.** A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

SECTION 8: DESIGN STANDARDS.

4. **TIMING.** All landscaping shall be installed no later than one growing season after substantial completion of construction on the Leasehold Area.
 5. **SITE-SPECIFIC SELECTION.** The type and amount of landscaping shall be allowed to vary with the type and size of the proposed use. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.
 6. **WATER CONSERVING LANDSCAPING.** Use of xeriscape plantings is preferred.
 7. **LANDSCAPING ADJACENT TO BUILDINGS.** Landscape elements may be located adjacent to buildings.
 8. **BUFFERING.** Buffering
 - a. **BUFFER MATERIALS.** Buffering may consist of fencing and plant materials but may also include berms, rocks, boulders, mounds, or combinations of those materials, to minimize visual impacts to the neighborhood.
 - b. **DUMPSTER AND UTILITY SCREENING.** Trash dumpsters and other waste/recycling containers serving multi-family or non-residential uses shall be screened from view off-site.
 - c. **DRIVEWAYS EXCLUDED.** Required landscaped buffer areas shall not include driveways.
 - d. **DESIGN OF LANDSCAPE BUFFER.** Arrangement of plantings and other landscaping elements in buffers shall, to the maximum extent feasible, provide protection to adjacent properties from obstructing views and access to solar exposure. If berms are proposed, the design and slope shall be subject to approval by Gunnison County.
 - e. **MAINTENANCE OF LANDSCAPING WITHIN BUFFERS.** Plantings shall be watered regularly, in a manner appropriate to the specific plant species. Dead and dying plants shall be replaced by the developer no later than the next planting season. The applicant shall make provisions to ensure that landscaped buffer areas shall be maintained and kept free of all debris, rubbish, and weeds.
 - f. **MATERIALS USED IN BUFFERS.** Existing and supplementary xeriscaping should be used to the maximum extent feasible and planted in random patterns (not rows). Plant materials of a scale capable of screening and softening structural mass shall be used to reduce visual impacts of development. A list of recommended plant materials is available from the Gunnison Office of the U.S.D.A. Natural Resources Conservation Service.
 - g. **SCREENING IN BUFFERS.** If total screening is impractical or undesirable, partial screening should be used to break horizontal lines of structures and minimize apparent height of taller structures. Screening development with vegetation is preferable to screening with berms or other significant earth moving. If berms or recontouring of soil are used for screening, the features should complement natural land forms.
 - h. **REVIEW BY PUBLIC WORKS DEPARTMENT.** If landscaped buffers are proposed along roadways or parking areas within the Gold Basin Industrial Park Special Area, the plan shall be submitted for review to the Gunnison County Public Works Department, for its compliance with snow removal and traffic-related sight-distance requirements.
 9. **PARKING LOTS AND LOADING AREAS.** Parking lots, loading, and unloading areas that are not part of a parking lot shall include buffering that complies with this Section
- E. SIGNS.** One cluster sign is allowed at each approved access from Gold Basin Road into the Gold Basin Industrial Park Special Area that includes the name of the Special Area and/or listings of individual businesses in the development. Within the development, one sign per Leasehold Area is allowed, and all signs shall be designed and installed as follows:
1. **GENERAL STANDARDS.**

- a. **ON-SITE LOCATION.** All signs shall identify or advertise only the business or establishment upon which the sign is located.
 - b. **ONE SIGN PER USE.** There shall be one sign per primary use, except that when the subject Leasehold Area abuts two public roadways, there may be one sign facing each roadway.
 - c. **NO SIGN IN ROAD RIGHT-OF-WAY.** No signs shall be allowed on any County or development road right-of-way, and existing signs in either of these rights-of-way shall be removed immediately upon request of the governing body.
 - d. **EXTERNAL LIGHT SHALL BE MINIMIZED.** Externally lit signs shall be designed, installed and maintained so as to eliminate upward directed light and glare and so that lights shall only shine downward, and shall illuminate only the sign and not property that adjoins or is nearby. Such light shall not interfere with the vision of motorists.
 - e. **INTERNALLY LIT SIGNS PROHIBITED.** There shall be no internally lit signs.
 - f. **NO MISLEADING INFORMATION.** Information presented on a sign shall be neither misleading, erroneous or patently untrue.
 - g. **NO SETBACK LIMITATION SPECIFIC TO SIGNAGE.** There shall be no setback limitation except that sign placement shall not interfere with snow removal, or vision of motorists, and shall not significantly detract from the environmental or aesthetic character of the County.
- 2. CONSTRUCTION AND MAINTENANCE OF SIGNS.**
- a. **STURDY CONSTRUCTION.** All signs and sign structures shall be constructed of materials of sufficient strength and quality to withstand weathering or deterioration by wind, moisture and other natural elements, and shall be maintained in a state of good repair with all braces, bolts, supporting framework, fastenings, lettering and design work free from deterioration.
 - b. **WIND LOAD.** Wind load requirements shall be equal to, or greater than 26 pounds per square foot of sign area.
 - c. **REPAIR OR REMOVAL.** The County Building Inspector shall have the authority to order the repair, alteration or removal of any sign or structure that constitutes a hazard to public health and safety, or which is otherwise not pursuant to this Section. In the event that such a sign has not been removed, altered or repaired within 60 days after written notification by the Inspector, the Board may, after due public notice and hearing, cause that sign or structure to be removed at the expense of the owner of the sign.
- 3. SIGN AREA MEASUREMENT.**
- a. **MAXIMUM INDIVIDUAL SIGN AREA.** The maximum permitted area of individual signs shall be 50 square feet.
 - b. **MAXIMUM HEIGHT.** Maximum sign heights shall be as follows:
 - 1. **FREESTANDING SIGNS.** The maximum height of a freestanding sign shall be 12 feet.
 - 2. **SIGNS LOCATED ON BUILDING FASCIA.** Signs located on a building shall be no higher than the fascia of the building.
 - c. **MEASUREMENT OF SINGLE SURFACE.** To determine the surface area of a sign, the County Building Inspector shall measure the perimeter enclosing the extreme limits of the display surface(s) of the sign, including all graphic elements, borders and riders, but excluding the sign's structure or bracing unless those elements are part of the message or face of the sign. Where there are two faces back to back, the total area of the largest face shall determine the area of the sign.
 - d. **MEASUREMENT OF MULTI-FACETED SIGN.** Where two faces are placed at greater than 45-degree angles to one another, the sign area shall mean the total area of both faces.

- 4. SIGNS ALLOWED ONLY BY VARIANCE BY THE BOARD.** The following signs are not permitted, except by variance issued by the Board, pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.
- a. NON-COMPLIANT SIGNS.** Any sign not in compliance with the provision of these *Regulations*; or
 - b. OFF-PREMISE SIGNS.** Off-premise signs except public directional signs, and those signs permitted pursuant to the "*Gunnison County Resolution Series 1989 No. 42, Concerning Placement of Tourist-Oriented Directional Sign,*" which are allowed without a variance; or
 - c. PROJECTING ROOF-MOUNTED SIGNS.** Roof-mounted signs that project above the highest point of a roofline or fascia of a building.
- F. PARKING.** No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or at any place other than on the parking spaces approved by the DRC for each the Leasehold Area. Each Owner and Occupant shall be responsible for compliance with these standards by its employees and visitors. Off-street parking shall be provided by each Lessee for employees and visitors. All uses shall be required to provide the amount and design of parking spaces in Appendix Table 1: *Minimum Parking Row and Aisle Dimensions* and Appendix Table 2: *Off-Street Parking Standards* and to comply with the following:
- 1. MULTIPLE USES.** If two or more principal uses occupy a single Leasehold Area or structure, the standard for off-street parking shall be the additive total for each principal use of the Leasehold Area or structure.
 - 2. SHARED PARKING.** When the peak use period for required parking for one land use will not overlap with the peak use period for required parking for another land use located on the same or adjacent Leasehold Area, the Community Development Director may reduce the required number of off-street parking spaces by up to 25 percent of the total required. Written approval by the adjacent Leasehold Area Owner or Occupant for use of the Leasehold Area is required. A subsequent change in land use will require evaluation by the Director and additional spaces may be required.
 - 3. REQUIRED FRACTIONAL SPACES.** When any calculation of off-street parking results in a required fractional space, such fraction shall be rounded up to the next higher number of spaces.
 - 4. LOCATION OF REQUIRED SPACES.** Required off-street parking spaces shall be located on the same Leasehold Area as the structure or business or industrial operation the spaces are intended to serve.
 - 5. SURFACE IMPROVEMENTS.** All off-street parking, access drives and loading areas shall be paved or improved with an all-weather surface approved by the DRC and properly graded to assure proper drainage. Overnight parking of campers, mobile homes, trailers or motor homes is prohibited. If parking requirements increase as a result of the change in use or number of employees, additional off-street parking shall be provided to comply with these Standards.
 - 6. BACKING ONTO ROAD PROHIBITED.** All parking areas shall be designed so that vehicles exiting from a parking space shall not back onto the right-of-way of the public street.
 - 7. SNOW STORAGE.** Adequate snow storage areas are required be planned into each site, and snow storage in dedicated parking areas is prohibited.
 - a. SNOW STORAGE OBSTRUCTIONS.** Snow storage areas shall be free of fences, landscaping (except for ground cover), retaining walls, and other obstructions of similar nature.
 - b. SNOW PLOWING OBSTRUCTIONS.** Pathways, signage, vegetation, fencing, and lighting shall be configured to cause the least obstruction to snow plowing. Locations of trash dumpsters relative to snow storage shall allow access and maintenance of the dumpsters, but shall not impede the free movement of trash removal vehicles.
 - c. FORMAL APPROVAL BY PUBLIC WORKS DEPARTMENT.** All designs for snow storage shall be subject to review and approval by the Gunnison County Public Works Department.

- d. **MINIMUM WIDTH ADJACENT TO PLOWED AREA.** Designated snow storage areas shall not be less than six feet wide and, to the maximum extent feasible, shall be located adjacent to the area of the project from which snow is to be removed.
- H. **STORAGE AND LOADING AREAS.** Materials, supplies and equipment, including company-owned or operated trucks or delivery vehicles, shall be stored inside structures or behind visual screening approved by the DRC to reasonably mitigate visual impact to adjoining Leasehold Areas and/or streets. All loading facilities, including turnarounds and docks, shall be set back and screened to minimize their visibility from any street. Screening of service areas and loading docks may consist of any approved combination of earth mounding, landscaping, walls and/or approved combination of earth mounding, landscaping, walls and/or fencing. Loading areas and docks shall not be closer than ten feet to an abutting street unless specifically approved by the DRC.
- I. **SITE COVERAGE.** In no event can the footprint of any building or buildings exceed 50 percent of the square footage of the Leasehold Area.
- J. **BUILDING HEIGHT RESTRICTIONS:** No building or appurtenance including, but not limited to, water towers, stand pipes, elevators or elevator equipment, stairways, ventilating fans, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flag poles or similar equipment shall exceed any height restrictions required by the *Gunnison County Land Use Resolution*, the Federal Aviation Administration or any other applicable regulatory agency.
- K. **VIEW OBSTRUCTIONS.** The DRC shall have the authority, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Leasehold Area if the location of the object will, in the reasonable judgment of the DRC, obstruct the vision of a motorist upon any of the streets within or providing access to the Gold Basin Industrial Park Special Area.
- L. **GAS TANKS AND WATER SOFTENER UNITS.** Gas container and/or outdoor water softener units, may be placed above ground if enclosed on all sides by a decorative wall, provided the design, construction and installation location shall have first been approved by the DRC.
- M. **MAILBOX DESIGN AND LOCATION.** No mailbox or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the DRC.
- N. **EXTERIOR AND INTERIOR LIGHTING:** No exterior lighting of any nature shall be installed or operated without the prior written approval of the DRC, and in all cases shall be installed or constructed in conformance to the applicable section of the *Gunnison County Land Use Resolution*. All interior and exterior lighting must be arranged or shielded so as to avoid excess glare or reflection onto any portion of an adjacent street or into the path of oncoming vehicles or onto any adjacent . No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any Building.
- O. **STORMWATER MANAGEMENT.** There shall be no construction of ponds except as may be necessary for use as water detention or retention areas, and all such constructed on the property shall be constructed according to an approved site development plan. In no event may Owners or Occupants of Leasehold Areas or members of the public use such ponds for fishing, irrigation, swimming, bathing, boating or other recreational purposes. The permit applicant shall provide the following:
1. **DRAINAGE STUDY.** The required drainage study shall be subject to review and approval by the Gunnison County Public Works Department, which may refer the study to the City of Gunnison Public Works Department for review for compatibility with the City's design and construction standards.
 2. **RUNOFF CONTROL STRUCTURES.** The Owner or Occupant shall provide storm sewers, culverts and other runoff control structures as determined necessary by the drainage study.
 3. **HISTORIC RUNOFF.** The drainage system shall be designed and constructed so that only historic runoff, not including historic irrigation, shall be released from the site. Drainage flows in excess of this amount shall be retained, detained or handled in a storm sewer system. All costs associated with handling runoff

SECTION 9: PROVISION OF UTILITIES.

generated by a development shall be paid by the Owner or Occupant who has applied for the Gold Basin Industrial Park Special Area Permit.

- P. WELLS AND GENERAL DRILLING.** Oil and Mining Operations: No water wells may be drilled or maintained on any portion of the Gold Basin Industrial Park Special Area. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Gold Basin Industrial Park Special Area, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Gold Basin Industrial Park Special Area, except that such excavation as may be required for site preparation to construct and/or operate improvements may be undertaken under strict supervision of the DRC, the U.S. Department of Energy and the Colorado Department of Public Health and Environment.
- Q. WIRELESS TELECOMMUNICATION DEVICES AND STRUCTURES.** Installation of wireless telecommunication devices and structures shall be required to comply with the requirements of the *Gunnison County Land Use Resolution* current at the time a business or industrial operation applies for a Gold Basin Industrial Park Special Area Permit to locate within the Gold Basin Industrial Park Special Area, and with any applicable regulation of the Federal Aviation Administration.
- R. UTILITY CONNECTIONS:** All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source. No transformer, electric, gas or other meter of any type of other apparatus shall be located on any power pole nor hung on the outside of any building, but shall be placed on or below the surface of the ground and where placed on the surface, shall be adequately screened and fenced and all installations shall be subject to the prior written approval of the DRC.
- S. USE OF NAME:** The name "Gold Basin Industrial Park Special Area" may not be used in the name of any Building or project on the Gold Basin Industrial Park Special Area, or in the name of any Owner other than Gunnison County, without the DRC's prior written consent.
- T. EXCAVATION.** No excavation of the subject property or any Leasehold Area therein shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition. Prior approvals shall have been obtained from the DRC for such excavation, specific compliance with Colorado Department of Public Health Regulations and approvals, and appropriate monitoring and mitigation procedures shall be followed.
- U. NOISE-SENSITIVE USES.** The northerly property line of the Gold Basin Industrial Park Special Area, and to some extent most of subject property, is adjacent or near an operating airport, which may produce noise. Sound-sensitive industries or individuals should consider sound attenuation measures in the design of their buildings.
- V. IRRIGATION.** Automatic irrigation systems shall be required for each Leasehold Area. Irrigation water shall be pumped from Gunnison County water lines. No Leasehold Area Owner shall draw or pump water from any pond in the Gold Basin Industrial Park Special Area for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

SECTION 9: PROVISION OF UTILITIES.

Gunnison County shall provide adequate service lines and stubs to each Leasehold Areas so that street and sidewalk cuts will not be required in order to connect the proposed buildings with the sewer mains. The actual tap of the sewer main shall be accomplished in conformance with all applicable County or City of Gunnison standards, including those involving design and construction. To the greatest extent feasible, shared utility pedestals will be required for Leasehold Areas.

SECTION 10: BEGINNING AND COMPLETING CONSTRUCTION

After commencement of construction of any Improvement, the Owner shall diligently prosecute the construction thereof to the end that the Improvement shall not remain in a partly finished condition any longer than is reasonable necessary for completion thereof. All landscaping required to be provided on any Leasehold Area shall be

completed within 90 days after the substantial completion of the construction of any Buildings to be constructed on the Leasehold Area, provided, however, if weather conditions do not at such time permit, then the landscaping shall be completed as soon thereafter as weather conditions permit. Seasonal adjustments will also be allowed. If any Lessee fails to undertake and complete its landscaping within the time limit previously set forth herein, the DRC may, at its option, after giving the Owner 10 days written notice, undertake and complete the landscaping of the Leasehold Area in accordance with the landscaping plan. If the DRC undertakes and completes such landscaping because of the failure of the Lessee to complete the same, the cost of such landscaping shall be assessed against Owner, and if said assessment is not paid within 30 days after written notice of such assessment from the DRC, said assessment will constitute a lien on the Leasehold Area and may be enforced by the DRC

SECTION 11: MAINTENANCE.

A. GUNNISON COUNTY'S RESPONSIBILITIES.

1. **COMMON AREA MAINTENANCE.** Gunnison County shall maintain and repair all common areas and facilities located on the subject property. "Common Areas" shall include any mini-parks, and cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the interior street and Gold Basin Road.
2. **SNOW REMOVAL AND LANDSCAPING.** The cost of snow removal, irrigation, mowing, pruning, fertilizing, drainage pipes and flumes replacing and adding grass, flowers, shrubbery, trees, and other items on the common areas, medians, or right of ways.

B. LESSEE'S MAINTENANCE RESPONSIBILITY: Each Leasehold Area Lessee shall be responsible for the maintenance of their Leasehold Area to the boundaries and all improvements constructed thereon, including repair and maintenance of any utility lines which service said .

C. ALLOCATION OF MAINTENANCE COSTS AND PROPERTY TAXES. Gunnison County shall, from time to time, and at least annually, and at least 30 days in advance of the assessment date, prepare a budget for the Gold Basin Industrial Park Special Area, to determine the assessments payable by the Lessees to meet the common expenses, and allocate and assess such common expenses upon the Lessees, proportionately, according to the square feet under lease by each Lessee, with the community areas owned by Gunnison County excluded. Gunnison County shall advise all members promptly, in writing, of the amount of the assessment payable by each of them, respectively, as determined by Gunnison County and shall furnish copies of each budget on which such common expenses are based. The assessments levied by Gunnison County shall be used exclusively for the purposes of promoting the business of the Lessees, and their health, safety and welfare, and in particular, for the improvement and maintenance of any designated common areas or structures.

D. COMMON EXPENSES. The common expenses shall include, among other things:

1. **LIGHTS.** The cost of maintenance of lights, signs and similar amenities, if and when the same are constructed by Gunnison County.
2. **UTILITIES.** Utility expenses for the common areas or structures.
3. **INSURANCE.** the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by Gunnison County pertaining to such common areas or structures.
4. **TAXES.** Any taxes and governmental assessments which are levied against the property, or any common areas or structures; and
5. **ADMINISTRATION.** The cost of administering and enforcing these *Regulations*, and the cost of defending and protecting the Gold Basin Industrial Park Special Area from adverse private or public action in the immediate area.

E. PAYMENT OF ANNUAL GENERAL ASSESSMENTS. All Lessees shall be obligated to pay the assessments assessed them by Gunnison County. The first annual assessment for each Leasehold Area shall be adjusted according to the number of days remaining in the calendar year. Each assessment shall be paid by the Lessee to Gunnison County in one or more installments on the date or dates fixed by Gunnison

SECTION 12: AMENDMENT AND TERMINATION

County. Those Leasehold Areas that have not been leased by Gunnison County shall be exempt for the assessments created by these *Regulations*, although Gunnison County shall provide such additional funds as may be necessary in order to administer the common areas in the manner provided for and contemplated in these *Regulations*. Each Lessee of a Leasehold Area, by acceptance of a lease, consents and agrees to the foregoing and waives any rights to the contrary under applicable statutory law.

1. **NO WAIVER OF LIABILITY OR ASSESSMENTS.** No Lessee may exempt himself from liability for his assessment by waiver of the use or maintenance of any of the common areas, or by abandonment of his Leasehold Area.
2. **STATEMENT OF ASSESSMENTS.** Gunnison County shall promptly provide any Lessee or prospective Lessee so requesting the same in writing, a written statement of all paid or unpaid assessments or charges or penalties due with respect to the Leasehold Area leased or to be leased.
3. **DEFAULT IN PAYMENT OF ASSESSMENTS.** Any assessment installment which is not paid when due shall be delinquent. Each assessment installment not paid within 30 days after the due date shall be subject to a late charge established by Gunnison County not exceeding \$250, and such assessment installment shall also bear interest from the date of delinquency at the maximum legal rate, but not exceeding 18 per cent per annum. Furthermore, should any assessment installment not be paid when due, the entire unpaid annual assessment shall, at the option of Gunnison County, become due, and may be collected forthwith, time being of the essence. Gunnison County may, bring an action at law against the Lessee, or consider the nonpayment an event of default under the lease, and take whatever remedies are afforded under the lease for such default.
4. **REIMBURSEMENT BY LESSEES.** In the event that Gunnison County determines that the need for maintenance, repair or reconstruction as provided for in these *Regulations* is caused through the willful or negligent act of a Lessee, his tenant, guests, or invitees and is not covered or paid by insurance, then the cost, both direct and indirect, of such maintenance, repair or reconstruction shall be added to and become a part of the assessment to which such owner is subject, and shall be due and payable immediately.

SECTION 12: AMENDMENT AND TERMINATION

- A. **TERM.** Unless earlier terminated, or extended, in accordance with this provision, and subject to any limitations set forth in this provision, these *Regulations* shall continue in full force and effect for a period of 20 years from the date of their initial approval by the Board. However, unless there shall be recorded in Gunnison County within one year before the end of such 20 year period an instrument directing the termination of these *Regulations* and approved by the Board, the Declaration shall be continued automatically without further notice for an additional period of 10 years, and thereafter for successive periods of 10 years each, unless with one year prior to expiration of any such 10 year period these *Regulations* are terminated as set forth in this Section.
 1. **TERMINATION AND MODIFICATION.** These *Regulations*, and any provision contained herein, may be terminated, extended, modified or amended as to all or a portion of the Gold Basin Industrial Park Special Area upon approval by the Board.
- B. **AMENDMENT.** The following process shall apply to an application for to amend these *Regulations*:
 1. **INITIATION.** An amendment to these may be initiated by any of the following:
 - a. **BOARD MOTION.** The Board may initiate an amendment by motion directing the Community Development Director to submit a proposed amendment and report to the Planning Commission for review and for further action pursuant to this Section.
 - b. **PLANNING COMMISSION INITIATIVE.** The Planning Commission may initiate an amendment by submitting a written recommendation for proposed amendment to the Board.
 - c. **COMMUNITY DEVELOPMENT DIRECTOR.** The Community Development Director may initiate an amendment by submitting a written recommendation for proposed amendment directly to the Board, or by first submitting it to the Planning Commission for review and recommendation to the Board.

- d. **LESSEE.** An amendment may be initiated by any Lessee, by the submittal of an application to the Community Development Department.
2. **SUBMITTAL OF DRAFT AMENDMENT LANGUAGE.** Any initiative or application for amendment shall be submitted to the Community Development Department, and shall include at a minimum the following:
- a. **IDENTIFICATION OF APPLICANT, IF RESIDENT- OR PROPERTY OWNER-INITIATED.** The applicant's name, address, and telephone number. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall also be submitted, authorizing the agent to represent the applicant and stating the representative's name, address, and phone number.
 - b. **PRECISE WORDING.** The precise wording of the proposed amendment, and the Section in which it is proposed to occur.
 - c. **RATIONALE FOR PROPOSED AMENDMENT.** A concise statement of the purpose and need for the proposed amendment.
 1. **COMMUNITY DEVELOPMENT DEPARTMENT'S REVIEW.** The Community Development Department shall review the application for completeness for compliance with this Section.
 2. **PLANNING COMMISSION REVIEW.** A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the Community Development Department's report. The Planning Commission shall review the application, considering the standards of this, and shall make a recommendation to the Board to approve, approve with modifications, or deny the proposed amendment.
 3. **BOARD PUBLIC HEARING.** The Planning Commission's recommendations shall be forwarded to the Board, together with a complete copy of the application, and a copy of the Community Development Department's review. Should it deem to be in the best public interest, the Board may conduct a public hearing, providing public notice a minimum of 15 days prior to the date of hearing, and otherwise pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.
 4. **BOARD REVIEW AND ACTION.** The Board shall consider the application, any relevant support materials, the Planning Commission's recommendation, as applicable, public testimony and evidence given at a public hearing, and compliance of the application with these *Regulations*. Following closure of the public hearing, the Board may, by written resolution, adopt the amendments, adopt the amendments with modifications, or deny the amendments. Such resolution shall include findings that address the review following:
 - (a.) **REVIEW STANDARDS.** The decision to amend the text of the *Resolution* is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:
 - (1.) **CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY.** Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;
 - (2.) **CHANGED CONDITIONS.** Changed conditions, including the economy of Gunnison County;
 - (3.) **EFFECT ON THE NATURAL ENVIRONMENT.** Effect of the proposed amendment on the natural environment;
 - (4.) **COMMUNITY NEEDS.** Community needs;
 - (5.) **DEVELOPMENT PATTERN.** Development pattern;
 - (6.) **CHANGES IN APPLICABLE LAW.** Changes in applicable law;

SECTION 13: AVIGATION EASEMENT

- (7.) **PUBLIC HEALTH, SAFETY AND WELFARE.** Public health, safety and welfare;
- (8.) **COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY.** Compliance with any applicable intergovernmental agreements adopted by Gunnison County.

SECTION 13: AVIGATION EASEMENT

Notice is hereby given that Leasehold Areas within the Gold Basin Industrial Park Special Area are located adjacent to an airport and in close proximity to the flight and approach paths associated with that airport. Gunnison County, in adopting these *Regulations*, hereby gives and grants an avigation easement for flight over these as necessary and appropriate for aeronautical operations at such airport on condition that all such operations are conducted safely and in compliance with all applicable Federal Aviation Administration regulations. Notice is hereby given that such aeronautical operations may cause noise or otherwise disturb the occupants the s within this area.

- A. WAIVER OF CLAIMS.** Any Lessee, in entering a lease agreement with Gunnison County for use of any Leasehold Area within the Gold Basin Industrial Park Special Area thereby waives, remises and releases any right or cause of action it may now have or which it may have in the future against the Gunnison County pertaining to or resulting from the passage of aircraft in the airspace above the Lessee's Leasehold Area. However, nothing stated in the foregoing waiver, grant and release shall release any other person, including, without limitation, any assignee, transferee, or successor of the Lessee, from any cause of action pertaining to or resulting from the operation of aircraft outside the scope of this Avigation Easement, or liability for damages to any person or property resulting from the unlawful or negligent operation of any aircraft above Grantor's Property.

SECTION 14: SEVERABILITY OF THESE REGULATIONS.

If any article, division, section, paragraph, clause, provision, or portion of these *Regulations* is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not affect the validity of these *Regulations* as a whole or any part of these *Regulations* other than the part determined to be unconstitutional or invalid. If any application of these *Regulations* to a particular structure or Leasehold Area is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not be applicable to any other structure, or Leasehold Area not specifically included or referenced in that judgment.

SECTION 15: MISCELLANEOUS PROVISIONS.

- A. NO LIABILITY.** Gunnison County and the DRC shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:
- 1. APPROVAL OR DISAPPROVAL OF PLANS.** The approval or disapproval of any plans, drawing and specifications, whether or not in any way defective.
 - 2. CONSTRUCTION OR IMPROVEMENTS.** The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specification; or
 - 3. LEASEHOLD AREA DEVELOPMENT.** The development of any Leasehold Area within the subject property.
- B. ALL LESSEES BOUND.** Any person who now or hereafter leases or acquires in rights in any improvements on a Leasehold Area shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained in these *Regulations*, whether or not any reference to these *Regulations* is contained in the instrument by which such person acquired such interest or lease.
- C. GUNNISON COUNTY HELD HARMLESS.** Each and every Lessee shall, and hereby does, indemnify and hold harmless Gunnison County against and from any and all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation or maintenance of the Gold Basin Industrial Park Special Area or the improvements hereon, the use or possession of any Leasehold Area, or the conduct of any business or other activity on any part of the Gold Basin Industrial Special Area or any Leasehold Area

SECTION 16: NO PRECEDENT SET BY THIS DESIGNATION.

- D. DESTRUCTION OF IMPROVEMENTS.** In the event any building or other improvement on a Leasehold Area is damaged or destroyed in whole or in part, by any casualty, the Lessee shall immediately undertake to restore the same to a condition and conformity with the plans and specification most recently approved by Gunnison County with respect to such building or improvement. If such restoration is not completed within two years following the casualty, or if a new plan is not submitted, approved and completed in that timeframe, the lease is terminated and the Lessee loses all rights of use and occupancy.
- E. ADDITIONS TO THE PROPERTY.** Additional real property may be annexed to the Gold Basin Industrial Park Special Area, following which such additional real property shall become a part of the Gold Basin Industrial Park Special Area, and become subject to these *Regulations*. Said annexation shall be accomplished by filing of record in the Office of the Clerk and Recorder of Gunnison, an amendment to these *Regulations*, as applicable, or other instrument executed by Gunnison County. Upon the recordation of such instrument, the provisions of these *Regulations* shall extend to such additional real property. So long as the rights of any existing Lessee or Occupant are not impaired or restricted in any way as to the approved use or occupancy of their Leasehold Area, an amendment may contain such additions and modifications of these *Regulations* and other provisions as may be necessary to reflect the different character, if any, of the added property, or as the Board may deem appropriate in the development of such property, and as are not inconsistent with the general plan and scheme of these *Regulations*.
- F. RUN WITH LAND.** Each of the requirements of these *Regulations* shall operate as covenants running with the land for the benefit of the Gold Basin Industrial Park Special Area and each Leasehold Area, and shall inure to the benefit of Gunnison County and the Lessees thereof, their heirs, successors and assigns, and shall apply to and bind Gunnison County and the Lessees of any and all of the Leasehold Areas, their heirs, successors and assigns.
- G. ASSIGNMENT.** Due to the unique Deed Restrictions put on Gunnison County by the U.S. Department of Energy in relation to this property, Gunnison County's rights and obligations continue with the land and as such, Gunnison County's responsibilities under these *Regulations* cannot be assigned.

SECTION 16: NO PRECEDENT SET BY THIS DESIGNATION.

Neither the designation nor these *Regulations*, procedures or approvals hereunder shall be construed as a precedent for any other action.

SECTION 17: VIOLATIONS AND ENFORCEMENT.

Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution*, with the additional remedy that Gunnison County may terminate the Lessee's lease.

APPENDIX

Table 1: Minimum Parking Row and Aisle Dimensions

ANGLE	STALL WIDTH "A"	MINIMUM DEPTH "B"	CURB LENGTH "C"	AISLE WIDTH "D"	TOTAL DEPTH "E"
PARALLEL	8.0'	N/A	22.0'	12.0'	20.0'
30 DEG	8.0'	16.0'	16.0'	11.0'	27.0'
	8.5'	16.4'	17.0'	11.0'	27.4'
	9.0'	16.8'	18.0'	11.0'	27.8'
	9.5'	17.3'	19.0'	11.0'	28.3'
45 DEG	8.0'	18.4'	11.3'	14.0'	32.4'
	8.5'	18.7'	12.0'	13.5'	32.2'
	9.0'	19.1'	12.7'	13.0'	32.1'
	9.5'	19.4'	13.4'	13.0'	32.4'
60 DEG	8.0'	19.7'	9.2'	19.0'	38.7'
	8.5'	20.0'	9.8'	18.5'	38.5'
	9.0'	20.3'	10.4'	18.0'	38.3'
	9.5'	20.5'	11.0'	18.0'	38.5'
90 DEG	8.0'	20.0'	8.0'	26.0'	44.0'
	8.5'	20.0'	8.5'	25.0'	43.0'
	9.0'	20.0'	9.0'	24.0'	42.0'
	9.5'	20.0'	9.5'	24.0'	42.0'

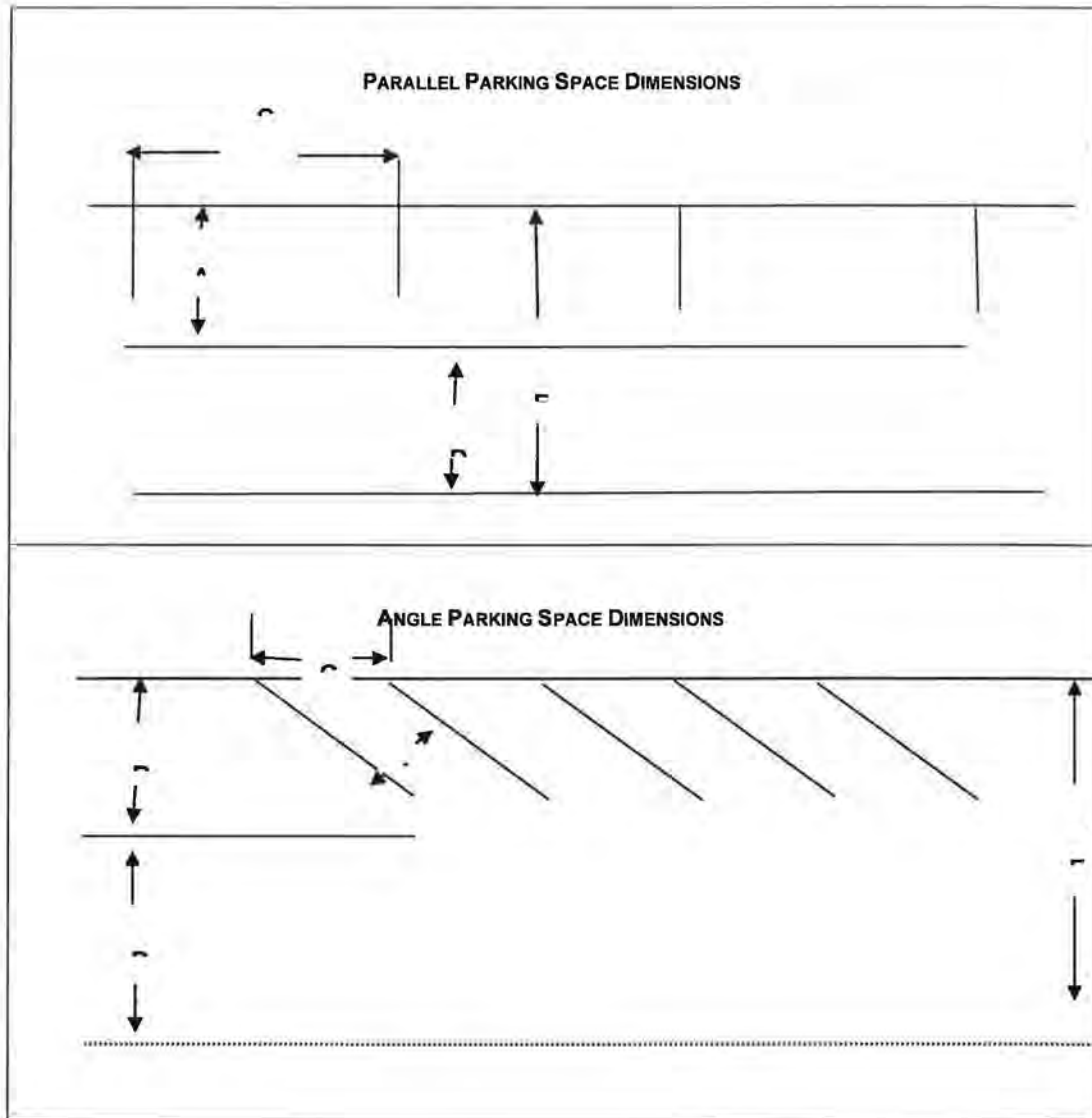


Table 2: Off-Street Parking Standards

<ul style="list-style-type: none"> • Light industrial or business 	1 space per 500 s.f. or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
<ul style="list-style-type: none"> • Warehouse 	1 space per 1,000 s.f. or 1 space per employee whichever is greater, plus 1 space for each company vehicle stored on the premises
<ul style="list-style-type: none"> • Community buildings; Government • administrative facilities, services and buildings 	1 space per 300 s.f. or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
<p>Floor area shall be measured as gross floor area within a building, exclusive of mechanical rooms, closets or storage areas and kitchen spaces, unless specifically stated otherwise.</p> <p>Where parking requirement is on a per employee basis, employment shall reflect the maximum number on any single shift.</p>	

Table 3: Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses

IMPACTED LAND USES	ALLOWABLE DECIBEL LEVELS BY TIME OF DAY	
	6:00 A.M. TO 7:00 P.M.	7:00 P.M. TO 6 A.M.
	COMMERCIAL	60 db (A)*
LIGHT INDUSTRIAL	80 db (A)*	65 db (A)*
CAMPGROUNDS	50 db (A)*	45 db (A)*
RESIDENTIAL	50 db (A)*	40 db (A)*



Gunnison County, CO
Community Development Department
 221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
 Phone: (970) 641-0360
 Website: <https://www.gunnisoncounty.org/144/Community-and-Economic-Development>
 Email: planning@gunnisoncounty.org

GOLD BASIN INDUSTRIAL PARK SPECIAL AREA PERMIT APPLICATION

APPLICANT:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE (day):		(evening):
FAX:		E-MAIL ADDRESS:
PRIMARY CONTACT PERSON and AUTHORIZED REPRESENTATIVE (The person the Community Development Department should contact regarding scheduling of meetings and information for this application. A NOTARIZED LETTER from the Lessee authorizing the representative must be submitted.)		
NAME:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE (day):		(evening):
FAX:		E-MAIL ADDRESS:

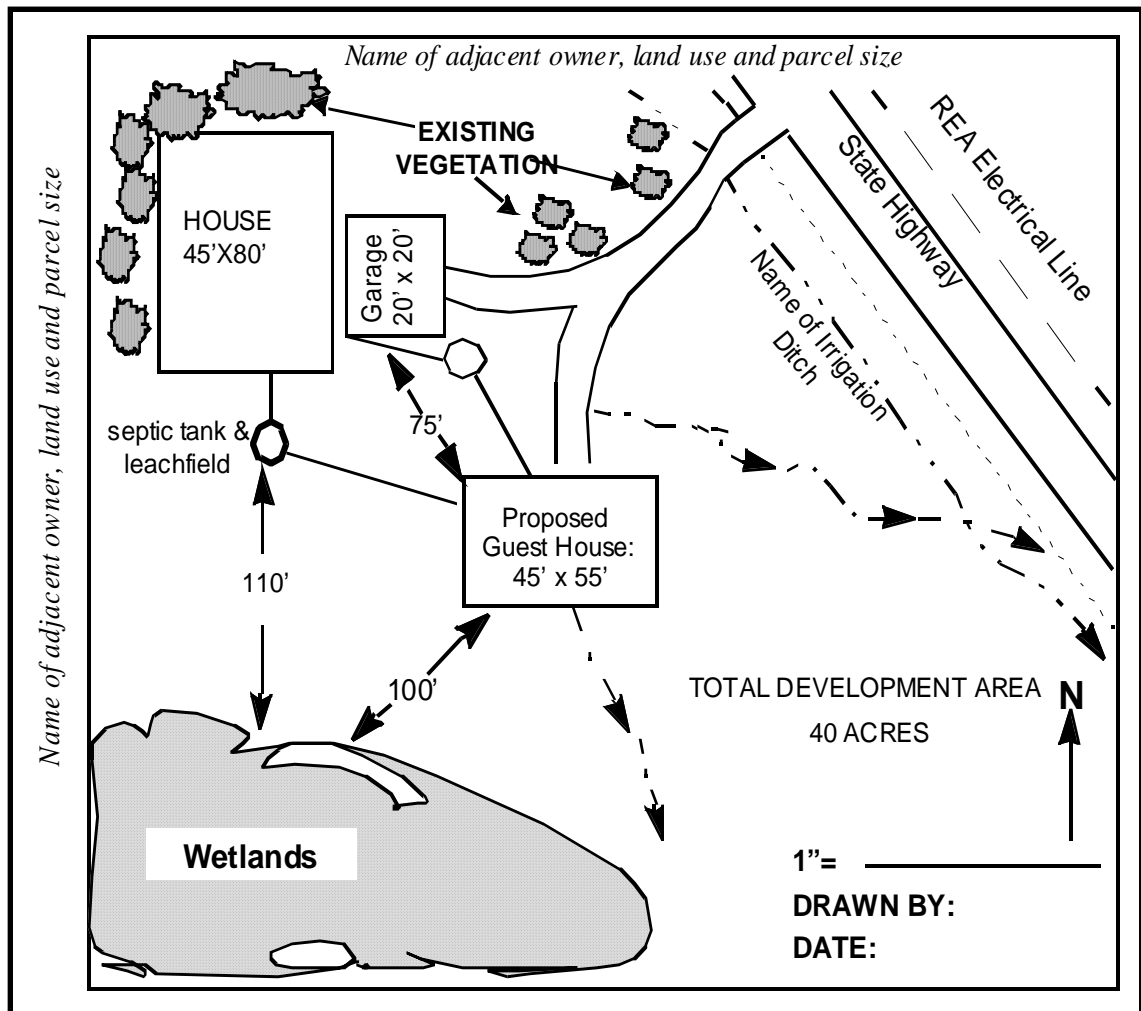
As needed to provide complete information, submit the following on separate sheets attached to this application:

- A. LEASEHOLD AREA LOCATION.** The Leasehold Area address at which the business, commercial or industrial operation is proposed to be located.
 - 1. PROJECT DESCRIPTION.** A detailed written description of what the applicant wants to do on or to the Leasehold Area, including:
 - 2. BUSINESS, COMMERCIAL OR INDUSTRIAL OPERATION.** A description of the proposed business, commercial or industrial operation.
 - 3. NUMBER OF EMPLOYEES.** Number of employees required for the operation
 - 4. HOURS OF OPERATION.** The hours of daily operation, and the days of the week in which the business, commercial or industrial operation is proposed to be conducted.
 - 5. CONSTRUCTION.** The amount of square footage proposed for the structures, and the types of materials to be used in the structures.

Exhibit D

6. **TRAFFIC.** Traffic estimated to be generated by the proposed project, including whether it will be commercial or industrial, or a mix of all uses, the types of vehicles that will be used, and the estimated numbers of vehicle trips per day.
- B. PHASES.** If the business, commercial or industrial operation is proposed to be developed in phases, an identification of the phases what activities are proposed to be included in each.
- C. TWO COPIES OF SITE DEVELOPMENT PLAN.** Two copies of the Site Plan are required to be submitted, to include a scaled drawing of the Leasehold Area, boundary lines and front, rear and side setback lines of the Leasehold Area, and the following:
 1. **STRUCTURES AND/OR DEFINED AREAS OF ACTIVITY.** The shape, composition and locations of all existing and proposed structures.
 2. **DISTANCES OF STRUCTURES TO LEASEHOLD AREA LINES.** Location and distance from lot lines to existing and proposed structures, rights-of-way, location of the proposed access.
 3. **UTILITIES.** Locations of all existing and proposed utilities to serve the Leasehold Area, including water, sewer, electric, gas, phone and cable lines.
 4. **PARKING AND DRIVEWAYS.** The number and location of all existing and proposed parking spaces and driveways on the Leasehold Area.
 5. **SIGN LOCATIONS AND DESIGNS.** A plan for the location and renditions of their design, in compliance with these Regulations.
- D. FOUNDATION PLAN.** Foundation plan, stamped by a qualified professional engineer licensed in the State of Colorado, and including detail of size, height and reinforcement used in footers and foundation walls, size and spacing of concrete pads.
- E. COMPLETE FLOOR PLAN.** As applicable, complete floor plan of any structures, including dimensions and uses of each room, and window and door locations and sizes.
- F. FRAMING PLAN/ CROSS SECTIONS.** Framing plan/cross sections, including structural makeup of building, species and grade of lumber, size and spacing of rafters, joists, studs, construction materials and thickness of walls and roofs. Trusses (beams carrying heavy loads), and complex roof designs must be designed and stamped by a qualified professional engineer licensed in the State of Colorado
- G. ELEVATION PLAN** Elevation plan showing finished grade and all sides of the structures.
- H. EXTERIOR LIGHTING PLAN.** An exterior lighting plan, pursuant to the applicable requirements of the *Gunnison County Land Use Resolution*.
- I. DRAINAGE PLAN.** A drainage plan for the Leasehold Area, showing compliance with the Master Drainage Plan.
- J. LANDSCAPING PLAN.** A landscaping plan, pursuant to the standards of these *Regulations*.
- K. LEASE AGREEMENT.** A copy of the lease agreement between the applicant as Lessee of a Leasehold Area within the Gold Basin Industrial Park Special Area, or documentation from the Gunnison County Manager that the lease agreement will be approved by the Board.
- L. COLORADO DEPARTMENT OF HEALTH APPROVAL.** Documentation of approval of the proposed construction by the Colorado Department of Public Health and Environment.

SITE PLAN EXAMPLE



NOTICE REGARDING U.S. FISH AND WILDLIFE SERVICE DETERMINATION THAT GUNNISON SAGE-GROUSE IS A THREATENED SPECIES

- The U.S. Fish and Wildlife Service has determined, effective December 22, 2014, threatened species status under the Endangered Species Act of 1973, as amended, for the Gunnison Sage-grouse.
- Gunnison County approval of this County permit is not U.S. Fish and Wildlife Service approval of any activity described or authorized by this County permit.
- Gunnison County is not and does not act as your representative with regard to consultation with the U.S. Fish and Wildlife Service or performance of U.S. Fish and Wildlife Service requirements.

COPY

Wastewater Treatment Facility Agreement

June 8, 2001

THIS AMENDED AGREEMENT is made and entered into the 3rd Day of July 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO hereinafter "COUNTY" and the CITY OF GUNNISON, COLORADO, a Colorado home rule municipality, hereinafter "CITY".

ARTICLE 1 DEFINITIONS

- 1.1 "ANTELOPE HILLS" means the Antelope Hills Division of the Gunnison County Sewer District.
- 1.2 "BOD" means 5-day biochemical oxygen demand, as defined by the procedures in "Standard Methods of Water and Wastewater Analysis".
- 1.3 "CAPACITY CHARGE" means Capital Improvement Fees charged by the CITY for capital investment in the facility.
- 1.4 "CITY" means the City of Gunnison, a Colorado home rule municipality.
- 1.5 "COUNTY" means the County of Gunnison a Colorado county government.
- 1.6 "DISTRICT" means the Gunnison County Sewer District.
- 1.7 "DOS RIOS" means the Dos Rios division of the Gunnison County Sewer District.
- 1.8 "EQR" means the residential equivalency for calculating connection or tap fees for connection to the District, as determined by the Board of County Commissioners.
- 1.9 "FACILITY" means the City's Wastewater Treatment Plant.
- 1.10 "GPD" means gallons per day measured on a 24-hour basis.
- 1.11 "HARMFUL" in connection with a discharge to the facility, means any release into the sewer system that is prohibited by City Code of the City of Gunnison Section 12-1-2 (B).
- 1.12 "MGD" means million gallons per day as measured on a daily basis.
- 1.13 "MG/L." means milligrams per liter.
- 1.14 "NORTH GUNNISON DIVISION" means the sewer service territory as defined by the Gunnison Board of County Commissioners Resolution Number 26 Series 1979.
- 1.15 "T.S.S." means total suspended solids as determined by procedures in "Standard Methods of Water and Wastewater Analysis".
- 1.16 "TERM" means the initial length of this agreement and/or any extensions thereof.
- 1.17 "URBAN GROWTH BOUNDARY" means the boundary indicated on the map entitled '3 Mile Plan and Urban Growth Boundary Map' dated 6-2-00, in the City of Gunnison 3 Mile Plan, or subsequent maps as amended during the annual review process.
- 1.18 "WASTE TREATMENT" means wastewater treatment and any and all related treatments of wastewater, including sludge treatment and disposal.
- 1.19 "201 WASTEWATER FACILITY PLAN UPDATE 1998" means the study as referenced by the document of the same name and date.
- 1.20 "3 MILE PLANNING AREA" means an area that lies within three miles of the current City of Gunnison limits.

ARTICLE 2
RECITALS

The following recitals are relevant to this agreement:

- 2.1 The CITY has constructed a 4.2 million gallon per day facility for treatment of wastewater, in operation since July 1st, 1987.
- 2.2 The facility is necessary to provide adequate wastewater treatment for the service territory as defined in the 201 Wastewater Facility Plan Update, 1998.
- 2.3 The CITY and the COUNTY are authorized to enter into intergovernmental agreements to provide governmental functions pursuant to C.R.S. 29-1-203.
- 2.4 The CITY and the COUNTY wish to jointly use the facility for wastewater treatment of wastewater from the CITY, Dos Rios, Antelope Hills, and North Gunnison Divisions and other areas as outlined in the 201 Wastewater Facility Plan Update, 1998.
- 2.5 The CITY has accepted conveyance to it of the former Dos Rios wastewater treatment facility and appurtenant easements, in consideration of which the CITY has set aside the necessary facility capacity to treat the wastewater of Dos Rios in an amount equal to 543 EQR's and of Antelope Hills in the amount equal to 80 EQR's.
- 2.6 Dos Rios, Antelope Hills, and North Gunnison Divisions will require future capacity at the facility for wastewater treatment.
- 2.7 The area within the Urban Growth Boundary (UGB) will require future capacity at the facility for wastewater treatment in order to accommodate future development within the UGB. Areas within the 3 Mile Planning Area, but outside the UGB may require capacity at the facility in order to address water quality problems created by existing developments.
- 2.8 The CITY and the COUNTY wish to ensure that all costs for operation, maintenance, capital replacement, and expansion shall be borne by those who benefit from the use of the City of Gunnison Wastewater Treatment Plant.
- 2.9 The CITY and the COUNTY wish to ensure that all wastewater is properly handled to preserve the quality waters and lands in Gunnison County and will require all users to comply with all Federal, State, County and City laws, rules, regulations, and ordinances in the matters of wastewater disposal.
- 2.10 The COUNTY and the CITY have, concurrently with the execution of this agreement, executed an additional intergovernmental agreement providing for the joint review of proposed development within the 3 Mile Planning Area and UGB.

ARTICLE 3
SOLE AGREEMENT

3.1 This Agreement takes the place of and supercedes the existing Wastewater Treatment Facility Agreement of June 25, 1996 and all other sewer or wastewater agreements between the COUNTY and the CITY.

3.2 This Agreement is the sole agreement regarding wastewater collection and treatment between the COUNTY and the CITY.

ARTICLE 4
CAPACITY CHARGES

4.1 The 201 Wastewater Facility Plan Update 1998 has determined there is sufficient capacity to service the areas contained within the 3 Mile Planning area of the City of Gunnison. The Dos Rios Wastewater Plant which was transferred to the City of Gunnison contained a provision which honors all pre-paid sewer taps at the time of that transfer in 1987. The Antelope Hills Sewer Plant was attached to the Dos Rios sewer system in 1993 and certain properties were provided an opportunity for prepaid taps when that connection was made. No further prepaid taps will be accepted by the CITY or COUNTY. A list of outstanding taps which have been prepaid and not connected are identified in a list as provided by the Gunnison County Finance Office based upon the compilation of customers-name/service information with a run date of 06/05/2001, consisting of 32 pages, incorporated as Exhibit A by this reference.

4.2 Except as provided in paragraph 4.5 hereof, the CITY agrees to accept wastewater for treatment from properties within the UGB, and further agrees to accept wastewater from existing developments within the 3 Mile Planning Area but beyond the UGB which are creating water quality problems.

4.3 In consideration of the connection of each additional tap, other than those set forth in paragraph 4.1 hereof, the COUNTY shall collect before a connection is made and shall pay over to the CITY the same on a monthly basis, to be held as hereinafter provided, a base capacity charge for each tap as defined on Exhibit B. The schedule used and agreed to by the COUNTY and CITY to arrive at this charge is set forth in Exhibit B, attached hereto and incorporated herein by this reference. All future CITY adjustments to the base capacity charge will apply on an equal basis to DISTRICT and CITY customers.

4.4 It is agreed by the CITY and the COUNTY that all capacity charges collected and paid over to the CITY pursuant to this agreement shall be held in an interest-bearing fund established by the CITY. All amounts deposited to such fund, including interest, shall be used solely for capital replacements during the life of the facility and/or expansion or replacement of the facility capacity.

4.5 The CITY's primary source of revenue available to fund the provision of municipal services is the CITY's municipal sales tax. It is agreed by the parties to this agreement that the continued financial ability of the CITY to provide essential government services to its citizens and visitors is dependent upon the protection of the CITY's existing sales tax base and continued growth of the CITY's sales tax base in the future. The CITY would not enter into this agreement absent the provisions of this Section 4.5, which are intended to enable the CITY to protect its existing and future municipal sales tax base.

4.5.1 It is agreed that the CITY shall not be obligated to accept wastewater for treatment pursuant to this agreement from any property that is approved by the COUNTY for a retail or commercial use which generates sales tax revenue pursuant to Title 39, Article 26, Part 1, Colorado Revised Statutes, entitled "Emergency Retail Sales Tax Act of 1935" or any successor legislation governing sales tax, which approval by the COUNTY occurs after the effective date of this agreement, unless the property is first annexed into the CITY or the CITY gives its express written consent to accept the wastewater from said property for treatment.

4.5.2 Pursuant to this section, the granting of the CITY's consent shall be in the sole discretion of the CITY, and the granting of such consent for any property shall not obligate the CITY to grant such consent for any other property, regardless of how similar the use of the property, or any aspect thereof, may be to former property to which the CITY consented.

4.6 In addition to the capacity charges set forth in this agreement, the COUNTY shall be responsible for its proportion of the costs to make any improvements to the CITY's wastewater collection system that may become necessary in order that said system would have adequate capacity to convey the wastewater from the UGB and 3 Mile Planning area to the CITY's facility.

ARTICLE 5
OPERATION

5.1 The CITY agrees to operate and maintain the facility in accordance with State and Federal requirements for the term of this agreement, at the CITY'S sole expense.

5.2 During the term of this agreement, the CITY shall treat at its facility all wastewater delivered to it from the 3 Mile Planning Area through the COUNTY systems as outlined in Article 4 of this agreement, which is delivered in accordance with the terms of this agreement.

5.3 During the term of this agreement, the COUNTY shall be responsible for the operation and maintenance of all wastewater collection systems of the DISTRICT, including but not limited to mains, lines, manholes, and lift stations, at the COUNTY'S sole expense.

5.4 During the term of this agreement, the CITY shall have the right to examine and approve, prior to the construction by the COUNTY, all of the COUNTY'S engineering drawings and specifications relevant to additional wastewater collection systems of the DISTRICT which are connected to the Wastewater Treatment Facility, and to inspect all construction activities performed by the COUNTY of new or additional wastewater collection systems.

ARTICLE 6
USER FEES

6.1 As consideration for the CITY'S operation of the facility under this agreement, and the treatment of the COUNTY'S wastewater pursuant hereto, the COUNTY shall pay to the CITY a fee for each 1,000 gallons of wastewater treated in accordance with a Cost of Service Analysis. The fee may be adjusted annually in accordance with a Cost of Service Analysis prepared by the CITY based on a formula on an equal basis with the CITY customers. The fee may be adjusted annually in accordance with report recommendations, or revised reports. The actual cost to the CITY of wastewater treatment shall be determined in accordance with the requirements of Public Law 92-500, Public Law 95-217, subsequent amendments thereto, and the regulations regarding user charges adopted pursuant thereto. The CITY agrees to furnish to the COUNTY, on an annual basis or when requested, such information as may be necessary to enable the COUNTY to assess the CITY'S determination of the actual costs incurred by the CITY in providing wastewater treatment to the COUNTY, and to all other classes of customers served by the CITY, including all information used or to be used by the CITY for the purposes of developing any changes in its rate schedule.

6.2 A master flow measuring device approved by the CITY shall be required to be installed by the COUNTY for each point entering the CITY system.

6.3 The flow measuring devices that enables the CITY to determine the flow from the DISTRICT'S collection systems shall be maintained and operated by the CITY, at the expense of the COUNTY. The CITY, at its discretion and cost, may cause such device to be examined for accuracy by an independent third party. The maintenance and correction of any inaccuracy in the flow measuring device, shall be the responsibility of the COUNTY.

6.4 The wastewater delivered to the facility by the DISTRICT shall not exceed the following loadings:

- A. Sustained average of 300 MG/L of BOD;
- B. Sustained average of 300 MG/L of T.S.S.

6.5 The COUNTY will not discharge any wastewater that does not comply with the CITY'S sewer use codes and ordinances. If such a discharge occurs, the COUNTY will cease such discharge immediately. The COUNTY will be liable for all additional costs, expenses, or fines resulting from such a discharge.

6.6 The COUNTY shall pay within ten (10) days of receipt of an invoice from the CITY the user fees due and payable to the CITY, which shall be billed on a monthly basis.

6.7 The COUNTY agrees that it will impose regulations upon the use of the DISTRICT'S wastewater collection systems that are equivalent to the regulations imposed upon users of the CITY'S sewer system, including but not limited to pretreatment.

6.8 During the term of this agreement, the COUNTY shall exercise the best maintenance and management practices to control infiltration and in-flow of ground water into the DISTRICT'S collection systems. Upon written notice from the CITY to the COUNTY of excessive infiltration and in-flow occurring in the DISTRICT'S collection systems, the COUNTY shall take such actions as are necessary to abate the infiltration and in-flow within two (2) construction seasons. Should the COUNTY fail to abate the infiltration within such time, the CITY may impose a premium rate for the excessive wastewater being collected by the DISTRICT.

ARTICLE 7 TEMPORARY DISCONTINUANCE OF SERVICE

7.1 The CITY may temporarily discontinue wastewater treatment services to the COUNTY in the event that:

- A. Such discontinuance is required by an injunction, restraining order, or other judgement or order issued by a court having jurisdiction, or by an order of any other governmental agency having jurisdiction; or
- B. The COUNTY'S waste characteristics exceed the parameters set forth in paragraph 6.4 hereof to such extent that the CITY, through no fault of its own, is unable to comply with stream, effluent, or other environmental standards established by any governmental authority having jurisdiction, or suffers excessive damages to its facilities; or
- C. Discontinuance of service is required in order to prevent loss of biological treatment capability due to the existence of toxic substances and wastewater delivered to the facility.

7.2 The CITY agrees to provide the COUNTY with not less than ten (10) days written notice prior to discontinuance of services pursuant to paragraph 7.1 above; provided, however, that the CITY shall be required to provide the COUNTY with only such advance written notice as may be possible in the event that immediate discontinuance is required by law, or in the event that immediate discontinuance becomes necessary pursuant to paragraph 7.1(C) above. In addition to the written notice as herein provided for, the CITY shall give immediate notice to the COUNTY by telephone of any impending discontinuance of service. During any period of impending discontinuance of service, the CITY and the COUNTY agree to cooperate with each other to use all reasonable available means to prevent any such discontinuance.

7.3 In the event that service to the COUNTY shall have been discontinued in accordance with the provisions of this article, the CITY and COUNTY shall promptly and diligently seek restoration of service to the COUNTY upon a resolution of the condition that shall have caused such discontinuance.

ARTICLE 8 REGULATORY JURISDICTION OF THE FACILITY

8.1 Regulatory jurisdiction over the CITY'S facility on the manner of wastewater treatment and the discharge of treated wastewater is currently exercised by the Colorado Department of Public Health and Environment and the United States Environmental Protection Agency. The terms and conditions of this agreement are made under the assumption that there will be no significant changes to the regulations under which the CITY is permitted to operate its facility during

the term of this agreement. Should the regulations under which the CITY operates the facility change so as to require a reduction of facility capacity or require changes in waste treatment in order to comply with any new or amended regulations, the terms of this agreement will be altered in order to offset the effects of such changes.

ARTICLE 9 DISPUTE RESOLUTION

9.1 The provisions of Waste Treatment of the wastewater generated by residents and other users located within the CITY and District is an essential government service which is necessary to protect not only the health and safety of residents of the CITY and the DISTRICT, but is also necessary to protect the quality of surface and subsurface waters of surrounding regions and waters of the State of Colorado.

9.2 As a result of the essential nature of the governmental services to be provided pursuant to this agreement, neither the CITY nor the DISTRICT are free to withdraw from this agreement absent alternative means of Waste Treatment being provided to the residents and users served by the DISTRICT. The siting, construction, and operation of additional wastewater treatment facilities to serve residents and users located in the DISTRICT would be politically and legally difficult and economically inefficient. Additional wastewater treatment facilities to serve the residents and users located in the DISTRICT are not likely in the foreseeable future.

9.3 The parties to this agreement have attempted to anticipate future circumstances that may have an effect upon the rights and obligations of the parties pursuant to this agreement. Despite the best efforts of the parties to anticipate such future circumstances, the parties agree there must be a method and process to resolve any future disputes that may arise as a result of changes in circumstances arising after the date of approval and execution of this agreement.

9.4 Should either party to this agreement feel that a modification to this agreement is necessary due to a change in circumstances arising after the date of approval and execution of this agreement, said party shall invoke the following dispute resolution process:

9.4.1 A meeting shall be held promptly between the parties to attempt, in good faith, to negotiate a resolution of the dispute.

9.4.2 If, within thirty days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the Colorado Dispute Resolution Act, and to bear equally the cost of mediation.

9.4.3 The parties will jointly appoint a mutually acceptable mediator, if they have been unable to agree upon such appointment within thirty days from the conclusion of the negotiation period, the mediator shall be appointed by the Director of the Office of Dispute Resolution within the Judicial Department of the State of Colorado.

9.4.4 The parties agree to participate in good faith in mediation and negotiations related thereto for a period of thirty days. If the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by arbitration in accordance with the Uniform Arbitration Act of 1975. The parties shall attempt to mutually agree upon an arbitrator with experience and knowledge in the field of wastewater treatment services. If the parties are unable to agree upon an arbitrator within twenty days after the end of mediation, the parties shall select an arbitration panel of three arbitrators as follows: The COUNTY shall pick one member of the panel, the CITY shall pick one member of the panel, and the members selected by the COUNTY and the CITY shall select the third member of the panel. Judgement upon the award rendered by the arbitrator or arbitrators shall be final and may be entered in any court having jurisdiction.

9.4.5 The parties agree that the arbitrator or arbitrators shall have the authority to reform this agreement should the same be necessary to achieve a fair and equitable result to both parties, in light of surrounding circumstances as they exist at the time of such arbitration.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Either party to this agreement shall have the right to seek specific performance of this agreement in the event of default hereunder for violation of the terms and conditions contained herein upon first giving the defaulting party thirty (30) days written notice of the claimed default, which default continues after thirty (30) days written notice. In addition to such right of specific performance, the non-defaulting party shall have such other remedies at law or in equity as might otherwise be available.

10.2 The failure of either party to insist upon the strict performance of any of the terms, conditions, and covenants contained herein shall not be construed or deemed to be a waiver of any rights or remedies under this agreement, and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, or covenants of this agreement.

10.3 All notices and communications required by this agreement shall be in writing and shall be either personally delivered or shall be sent by certified mail, return receipt requested, to the addresses set forth following the signatures of the parties to this agreement. Notice shall be deemed given properly when personally delivered or mailed to such addresses. Any party may change its address by giving written notice of the change of address to the other party in the manner herein provided.

10.4 This written agreement contains the entire and only agreement between the parties. No oral statements or representations not contained in this agreement shall be of any force and effect between said parties. This agreement shall not be modified or amended in any manner, except by written instrument executed by the parties.

10.5 This agreement is entered into at Gunnison County, Colorado and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this agreement shall be in the District Court of Gunnison County, Colorado.

10.6 It is agreed that if any action is brought in a court of law by either party to this agreement as to the enforcement, interpretation, or construction of this agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, as well as all costs incurred in the prosecution or defense of such action.

10.7 If any term, provision, or paragraph of this agreement, or the application thereof, be invalid or unenforceable, the remainder of this agreement or the application of such terms, provisions, and paragraphs other than that which is held to be invalid or unenforceable, shall not be affected thereby, and each of the remaining terms, provisions, and paragraphs of the agreement shall be valid and enforceable to the extent permitted by law.

This agreement and the terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto. This agreement amends and supercedes any and all prior or existing agreements for wastewater services.

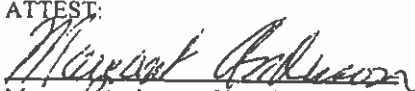
IN WITNESS WHEREOF, this agreement is made and executed the day and year first above written.

CITY OF GUNNISON,
A COLORADO HOME RULE MUNICIPALITY

By 
Jesse Stone; Mayor

City of Gunnison; Manager
201 West Virginia Avenue
Gunnison, Colorado 81230

ATTEST:


Margaret Anderson; City Clerk

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By 
Fred Field; Chairman

County of Gunnison; Manager
200 East Virginia Avenue
Gunnison, Colorado 81230

ATTEST:


Joanne Reiting; County Clerk

GBIP Master Lease LLC

Business plan for Gold Basin Industrial Park:

Goal:

To develop cost effective industrial/ light industrial space to promote local business development.

Plan for leasehold 7:

Remodel existing 6000 sq ft building into 4 units with a mix of shop space and office space in larger units. All of the units will have their own exterior access, overhead door and bathroom. Electrical will be separately metered. All 4 units are different in size and will come with parking spaces equally a ratio of 1 space per 500 sq ft of their respective rental space parking diagonally along the South facing wall of the building. The 2 landscaping companies will likely need outdoor space for equipment, materials and vehicle storage.

Current tenants: Sawyer Electric, Native landscapes, Auto Body Repair, Mountain Rain.

Buildout plans: Erect 3-4 additional buildings ranging from 5000-10,000 sq ft with interior units ranging in size from 2000-5000sq ft. These buildings will likely have metal siding and roof with separate entrances, overhead doors, offices and bathrooms and fenced in yard space adjacent. These buildings will be constructed based on consumer interest with the next building going under construction when the preceding units are rented out.

The uniqueness of this project lies in the ultimate ownership of the buildings. Each building will have an “anchor tenant” that will purchase the building after 5 years from the developer.

Plan for leasehold 5:

This leasehold has an identical plan with the exception of the possibility of a vocational school of sorts.

Responses to Gold Basin Industrial Park special area permit application.

A. Location- Leasehold 7 and 5

1. Project description. Leasehold 7 currently has a 6000sq ft building that is to be divided into 4 units to be used for industrial uses. New buildings will be of similar use and size.
2. Operation. This will vary with the different tenants. The target use is businesses that are already on the pre-approved list of uses. We request that we avoid submitting on any new uses if the proposed tenants uses are on the pre-approved list. Any tenant or use that is not listed will be submitted for approval prior to subletting to that tenant. An updated list of tenants will be provided to the County once a year in the event of turnover.
3. # of employees. There is no way of giving an exact number. There will be an estimated number of employees at the existing building of 20-40.
4. Hours of operation. This will vary with tenants. Assume 5 days a week 6:00am-7:00pm and weekends when needed.
5. Construction. Assume similar building characteristics of existing building. Mixture of metal and wood framing with metal siding and metal roof.
6. Traffic. TBD by future tenants. Current building occupants will generate an estimated 20 vehicle trips per day.

B. Phases. Remodel first building and fully occupy by May 1, 2025. In the design phase for 2nd building currently. Submit permit docs summer of 2025 with construction starting mid/late summer and occupied by spring of 2026. All futures building will follow a similar development strategy which is start permit docs once the previous building is either fully occupied or fully leased.

C. Site Development plan soon to come. We are still working out the details for the overall placements and sizes of future buildings.

D. -J and L for future buildings and uses.

K. Lease agreement has already been executed.

Respectfully submitted,

Fred Niederer

GBIP Master Lease LLC

INTERGOVERNMENTAL AGREEMENT
CONCERNING WASTEWATER TREATMENT FOR
GOLD BASIN INDUSTRIAL PARK

THIS AGREEMENT is made and entered into this 10th day of February, 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, hereinafter "COUNTY", and CITY OF GUNNISON, COLORADO, a Colorado home rule municipality, hereinafter "CITY."

R E C I T A L S:

WHEREAS, the CITY and COUNTY have previously entered into an intergovernmental agreement for the treatment of wastewater generated from properties located outside the boundaries of the CITY and in unincorporated Gunnison County, which agreement is titled the "Wastewater Treatment Facility Agreement" and dated July 3, 2001, hereinafter the "Wastewater Agreement;" and

WHEREAS, the Wastewater Agreement continues in full force and effect; and

WHEREAS, the COUNTY is developing a business and industrial park on real property owned by the COUNTY, which property is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, hereinafter the "Industrial Park;" and

WHEREAS, the COUNTY wishes to install a wastewater collection system within the Industrial Park and to include the Industrial Park in the Dos Rios Division of the Gunnison County Sewer District; and

WHEREAS, the Industrial Park is located outside the boundaries of the CITY; and

WHEREAS, the COUNTY intends to lease sites in the Industrial Park to persons or entities who may conduct thereon businesses that generate sales tax revenue pursuant to Title 39, Article 26, Colorado Revised Statutes; and

WHEREAS, the Wastewater Agreement requires the express written consent of the CITY as a condition precedent to the CITY being obligated to accept wastewater for treatment from uses that generate sales tax revenue; and

WHEREAS, the CITY is willing to consent to accept wastewater from the Industrial Park in consideration of the performance by the COUNTY of the terms and conditions of this agreement; and

WHEREAS, the CITY and COUNTY are authorized to enter into intergovernmental agreements to provide governmental functions pursuant to §29-1-203, Colorado Revised Statutes.

NOW, THEREFORE, THIS AGREEMENT:

1. CITY CONSENT. By its execution hereof, the CITY expresses its written consent to be obligated to accept wastewater for treatment from the Industrial Park in accordance with the terms of the Wastewater Agreement.

2. PUBLIC IMPROVEMENT FEE. In consideration of the CITY'S consent contained in Section 1 of this agreement and the CITY'S continued acceptance of wastewater from the Industrial Park for treatment pursuant to the Wastewater Agreement, the COUNTY hereby agrees to the following:

A. To insert in all leases, licenses, or other agreements, by which any person or entity occupies any portion of the Industrial Park, a requirement that any such occupant of the Industrial Park pay, in addition to any rent, fees, or other charges, a public improvement fee in the amount equal to four (4) per cent of retail sales occurring within the Industrial Park, the terms of such requirement to be in the form attached hereto and incorporated herein by this reference as Exhibit B.

B. To enforce the collection from the occupants of the Industrial Park the public improvement fee and to pay to the CITY the full amount of the public improvement fee so collected.

C. That should all or any portion of the Industrial Park be sold by the County of Gunnison, to impose a covenant upon the Industrial Park requiring the future imposition of the public improvement fee and establishing a method for collection thereof and payment to the CITY.

3. PRE-TREATMENT. In order to assure that the CITY is able to comply with the terms and conditions of its wastewater discharge permit issued by the State of Colorado, Department of Health and Environment, the COUNTY hereby agrees to provide all plans and specifications for uses or changes in uses to be made in the Industrial Park so that the CITY, through its Public Works Department, may determine the level of pre-treatment of wastewater originating within the Industrial Park which is necessary. The COUNTY further agrees to impose such pre-treatment requirements upon any lessee or occupant of the Industrial Park.

4. AGREEMENT SUPPLEMENTAL TO WASTEWATER AGREEMENT.
The terms and conditions of this agreement are supplemental to the terms of the Wastewater Agreement. Except as specifically set forth in this agreement, all the terms of the Wastewater Agreement shall continue in full force and effect.



BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By *Paula Swenson*
Paula Swenson, Chairperson

By *Jim Starr*
Jim Starr, Vice Chairperson

By *Hap Channell*
Hap Channell, Commissioner

ATTEST:

[Signature]
Deputy County Clerk



OF GUNNISON, a Colorado
home rule municipality

By *St. Ferguson*
Mayor

ATTEST:

Sail A. Davidson
City Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Award Letter; Grant No. G-202410-06069; Health and

Action Requested: Discussion

Parties to the Agreement:

Term Begins: 05/01/2025

Term Ends:

Grant Contract #:

Summary:

Funding supports progress on National Voluntary Retail Food Standards and training

Fiscal Impact: 66500

Submitted by: Elizabeth Holena

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/3/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/2/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/2/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



NEHA-FDA Retail Flexible Funding Model Grant Program Official Notice of Award for Three-Year Grants

April 1, 2025

Grant Number: G-202410-06069

Application Type: 2025 Track 3 Maintenance & Advancement Base

Project Title: Gunnison County Retail Food Standards

Project Summary: Outcome 1: Maintain a sound, science based regulatory foundation for the public health program and the uniform regulation of industry. (Standard 1) Outcome 2: Maintain trained regulatory staff with the skills and knowledge necessary to conduct quality inspections. (Standard 2) Outcome 3: Adopt a regulatory inspection system that uses HACCP principles to identify risk factors and obtain immediate and long-term corrective action for recurring risk factors. (Standard 3) Outcome 5: Maintain a systematic approach for the detection, investigation, response, documentation and analysis of alleged food related incidents that involve illness, injury, unintentional or deliberate food contamination. (Standard 5) Outcome 6: Partially achieve effective compliance and enforcement program that is implemented consistently to achieve compliance with regulatory requirements. (Standard 6) Outcome 7: Maintain enhanced communication with industry and consumers through forums designed to solicit input to improve the retail food regulatory program. (Standard 7) Outcome 8: Partially achieve program resources necessary to support an inspection and surveillance system that is designed to reduce risk factors and other factors known to contribute to food borne illness. (Standard 8) Outcome 9: Gunnison County's Consumer Protection Program will have a targeted intervention based on a risk analysis to reduce food borne illness in the community. (Standard 9)

Amount Requested: \$70,500.00

Three-Year Award Amount: \$66,500.00

Project Period: 4/1/2025 to 3/31/2028

Unique Federal Award Identification Number (FAIN): 1U19FD008288

CFDA Number: 93.103

Awarded to NEHA on 09/10/2024

Elizabeth Holena
Gunnison County DHHS
220 North Spruce Street
Gunnison, CO 81230

Dear Elizabeth:

Your application has been approved for Gunnison County Retail Food Standards as part of the National Environmental Health Association (NEHA)-U.S. Food and Drug Administration (FDA) Retail Flexible Funding Model (RFFM) Grant Program, with funding provided by the FDA. Approval is based on review of the project plan and budget details in your submitted application.

As part of your application, your agency has made an assurance that it will comply with all applicable federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 75. Acceptance of this award and/or any funds provided by the NEHA-FDA Retail Flexible Funding Model Grant Program acknowledges agreement with all the terms and conditions in this award letter.

The amount of \$66,500.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that NEHA-FDA Retail Flexible Funding Model Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative

responsibilities.

Specific Conditions of Your Award

In addition to the general Terms and Conditions of your award as listed below, following are additional conditions specific to your award:

The following component(s) of your project have been fully funded: \$30,000 (\$10,000 per year) for work on Standards 1-8; \$30,000 (\$10,000 per year) for work toward Meeting or Maintaining Standard 9 using a Level 2 Risk Factor Study approach; \$3,000 during CY 2027 for an updated Self-Assessment of All 9 Standards.

The following component(s) of your project have been partially funded: \$3,500 for the Training Optional Add-On for CY 2025.

Reduced funding amounts are not due to the quality of your Track 3 Maintenance and Advancement Base application but are a result of an overall funding reduction to the NEHA-FDA RFFM Grant Program. For CY 2025, Mentee awards are limited to Track 1 applicants only. Track 3 training requests are being reduced to a maximum of \$3,500, but unless otherwise noted, any of the travel requested in your application is allowable for reimbursement up to the reduced award amount.

Please reach out to the Grant Program Support Team with any questions regarding CY 2025 funding.

Budget

Your approved three-year award budget is broken down below. To review specific details of the approved budget in your grant award please log into the NEHA-FDA RFFM Grant Portal, where you can view and print your grant (including your budget justifications) and your budget worksheets.

Year 1 (Apr 1, 2025 - March 31,2026): \$23,500.00

Year 2 (Apr 1, 2026 - March 31,2027): \$20,000.00

Year 3 (Apr 1, 2027 - March 31,2028): \$23,000.00

Total Award Amount: \$66,500.00

Future year cost support is subject to the availability of funds, including approval of funds by Congress and continued funding of the NEHA Cooperative Agreement by FDA, and satisfactory progress of the project. Budget changes are allowable but must be justified and approved in advance and in writing by the NEHA-FDA RFFM Grant Program Support Team. None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the current Executive Level II of the Federal Executive Pay Scale for any specific funding year.

Terms and Conditions

Your award is based on the project application referenced in this Notice of Award, submitted to and approved by NEHA. Payment for each year of the three-year project period is contingent on continued Federal Funding from the United States Food and Drug Administration, and is subject to the following terms and conditions:

The grantee must complete the full scope of work and all tasks outlined in the approved grant application by the Project End Date, unless NEHA grants a written exception. The recipient agrees to comply with the current FDA general terms and conditions (HHS Grant Policy Statement).

Restrictions on the expenditure of funds in federal appropriations acts apply to this award, to the extent those

restrictions are applicable to subawards made under federal grants. Please refer to 2 CFR 200.400 for guidance on relevant cost principles.

For the complete Terms and Conditions of this award, including links to all relevant federal guidance, please see the **Reporting and Payments** link on the NEHA-FDA RFFM Grant Program webpage (<https://www.neha.org/retailgrants>).

Reporting

Reports with due dates will be accessible by logging into the Grant Portal, found on the NEHA-FDA RFFM webpage. Reminders will be sent to the email address of your organization's Point of Contact regarding upcoming and past due reports.

Interim Progress Reports will be required each year for awards made through this program to assure that each funded project remains on track for timely completion. For three-year awards, Annual Progress Reports will be required at the end of Year 1 and Year 2.

When all project objectives have been completed, a Final Project Report must be submitted through the online grant portal no later than 45 days after your Project End Date. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award, accompanied by the required documentation.

For complete information on required reporting, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Advance Payment and Reimbursement Requests

For three-year awards made through this grant program, the default reimbursement process will begin with an Advance Payment Request for the first full year of funding. If an alternative payment plan is required by your agency, please contact the NEHA-FDA RFFM Grant Program Support Team.

For project Years 2 and 3, additional funding will be provided either as advance or reimbursement payments contingent on project performance and the needs of your jurisdiction.

To initiate your Year 1 Advance Payment, you can access, complete, and submit the Advance Payment Request through the **Reports** section of your grantee portal. For additional details, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Recipient FDA Notice

As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). For additional information regarding the Retail Program Standards, please visit the FDA's official webpage at: <https://www.fda.gov/food/retail-food-protection/voluntary-national-retail-food-regulatory-program-standards>.

Allowable and Non-allowable Costs

For information on allowable and non-allowable costs, please refer to the **NEHA-FDA RFFM Grant Guidance** link on the NEHA-FDA RFFM webpage.

Base Grant Requirement

Once awards under the NEHA-FDA RFFM Grant Program have been made, all grantees must complete their Base activities (specified either in their Development Base Grant or Maintenance and Advancement Base Grant) to remain eligible for Optional Add-Ons and Grants (Training funds, Mentee funds, Mentor grants). During the performance period of open awards, if Base activities are not substantially completed, Add-On funding may also be in jeopardy of cancellation.

Travel Costs

Travel costs should adhere to the general guidelines found in the **NEHA-FDA RFFM Grant Guidance**. Contact the NEHA-FDA RFFM Grant Program Support Team with specific travel-related questions not covered in the guidance.

Financial Conflict of Interest

This award is subject to the Financial Conflict of Interest (FCOI) regulation at 42 CFR Part 50 Subpart F.

Contact us for Support

If you have questions about this award, please contact the NEHA-FDA RFFM Grant Program Support Team. Additionally, the FDA Retail Food Safety Specialist assigned to your geographic area is an integral part of your jurisdiction's successful completion of Retail Program Standards activities and is available to assist with your funded project.

NEHA-FDA RFFM Grant Program Support Team

retailgrants@neha.org

1-833-575-2404

FDA Retail Food Safety Specialist Contact Information

<https://www.fda.gov/food/voluntary-national-retail-food-regulatory-program-standards/directory-fda-retail-food-specialists>

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,

A handwritten signature in black ink, appearing to read "David T. Dyjack". The signature is fluid and cursive, with a large initial "D" and "T".

David T. Dyjack, DrPH, CIH
NEHA Executive Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Quote Summary; Axon Enterprise, Inc; Sheriff's Off

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison COunty Sheriff's Office and Axon Enterprise Inc.

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Body Camera contract over a five year period. This is renewal of an ongoing State Mandate for the Sheriff's Office. Axon Enterprise Inc. has been our vendor for the last 5 years.

Fiscal Impact: \$19,917.27 per year for 5 years

Submitted by: adam murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/3/2025

County Attorney Review:

Required

Not Required

Comments:

As with the previous contract for this service, this is a multi-year (five-year) contract. Otherwise, legally sufficient. SO 4/3/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 4/3/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-679519-45748.790AA

Issued: 04/01/2025

Quote Expiration: 04/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 151006

Payment Terms: N30

Delivery Method:

SHIP TO

Gunnison County Sheriff's Office - CO
 510 W Bidwell Ave
 Gunnison,
 CO
 81230-2722
 USA

BILL TO

Gunnison County Sheriff's Office - CO
 510 W Bidwell Ave
 Gunnison
 CO
 81230-2722
 USA
 Email:

SALES REPRESENTATIVE

Alex Aguilar
 Phone: (253) 389-2615
 Email: alaguilar@axon.com
 Fax:

PRIMARY CONTACT

Josh Ost
 Phone:
 Email: jost@gunnisoncounty.org
 Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$99,586.34
ESTIMATED TOTAL W/ TAX	\$99,586.34

Discount Summary

Average Savings Per Year	\$4,285.49
TOTAL SAVINGS	\$21,427.46

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$19,917.26	\$0.00	\$19,917.26
Jun 2026	\$19,917.27	\$0.00	\$19,917.27
Jun 2027	\$19,917.27	\$0.00	\$19,917.27
Jun 2028	\$19,917.27	\$0.00	\$19,917.27
Jun 2029	\$19,917.27	\$0.00	\$19,917.27
Total	\$99,586.34	\$0.00	\$99,586.34

Quote Unbundled Price: \$121,013.80
 Quote List Price: \$106,933.00
 Quote Subtotal: \$99,586.34

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$7,295.86)		\$0.00	(\$7,295.86)
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$76.57	\$36.07	\$36.07	\$2,164.20	\$0.00	\$2,164.20
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	60	\$13.11	\$12.40	\$12.40	\$2,976.00	\$0.00	\$2,976.00
BWCamTAP	Body Worn Camera TAP Bundle	18	60	\$44.43	\$33.80	\$33.80	\$36,504.00	\$0.00	\$36,504.00
Ala Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	60		\$0.81	\$0.81	\$28,188.00	\$0.00	\$28,188.00
BasicLicense	Basic License Bundle	17	60		\$16.27	\$16.25	\$16,575.00	\$0.00	\$16,575.00
ProLicense	Pro License Bundle	7	60		\$48.82	\$48.75	\$20,475.00	\$0.00	\$20,475.00
Total							\$99,586.34	\$0.00	\$99,586.34

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	12/02/2027
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	4	1	12/02/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	18	1	12/02/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	06/01/2030
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	4	1	06/01/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	18	1	06/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	07/01/2025	06/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	07/01/2025	06/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	07/01/2025	06/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	07/01/2025	06/30/2030
Ala Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	07/01/2025	06/30/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	07/01/2025	06/30/2030
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	4	07/01/2025	06/30/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	18	07/01/2025	06/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	510 W Bidwell Ave	Gunnison	CO	81230-2722	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$1,459.17)	\$0.00	(\$1,459.17)
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	\$5,637.60	\$0.00	\$5,637.60
Year 1		Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 1		Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.84	\$0.00	\$432.84
Year 1		Body Worn Camera Single-Bay Dock TAP Bundle	4	\$595.19	\$0.00	\$595.19
Year 1		Body Worn Camera TAP Bundle	18	\$7,300.80	\$0.00	\$7,300.80
Year 1		Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$19,917.26	\$0.00	\$19,917.26

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	18	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$1,459.17)	\$0.00	(\$1,459.17)
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	\$5,637.61	\$0.00	\$5,637.61
Year 2		Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 2		Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.84	\$0.00	\$432.84
Year 2		Body Worn Camera Single-Bay Dock TAP Bundle	4	\$595.19	\$0.00	\$595.19
Year 2		Body Worn Camera TAP Bundle	18	\$7,300.80	\$0.00	\$7,300.80
Year 2		Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$19,917.27	\$0.00	\$19,917.27

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$1,459.17)	\$0.00	(\$1,459.17)
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	\$5,637.61	\$0.00	\$5,637.61
Year 3		Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 3		Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.84	\$0.00	\$432.84
Year 3		Body Worn Camera Single-Bay Dock TAP Bundle	4	\$595.19	\$0.00	\$595.19
Year 3		Body Worn Camera TAP Bundle	18	\$7,300.80	\$0.00	\$7,300.80
Year 3		Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$19,917.27	\$0.00	\$19,917.27

Jun 2028

Year	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	(\$1,459.17)	\$0.00	(\$1,459.17)
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	\$5,637.61	\$0.00	\$5,637.61
Year 4	BasicLicense	Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 4	BWCamIMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.84	\$0.00	\$432.84
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$595.19	\$0.00	\$595.19
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	18	\$7,300.80	\$0.00	\$7,300.80
Year 4	ProLicense	Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$19,917.27	\$0.00	\$19,917.27

Jun 2029

Year	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	(\$1,459.17)	\$0.00	(\$1,459.17)
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	\$5,637.61	\$0.00	\$5,637.61
Year 5	BasicLicense	Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 5	BWCamIMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.84	\$0.00	\$432.84
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$595.19	\$0.00	\$595.19
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	18	\$7,300.80	\$0.00	\$7,300.80
Year 5	ProLicense	Pro License Bundle	7	\$4,095.00	\$0.00	\$4,095.00
Total				\$19,917.27	\$0.00	\$19,917.27

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-319656, Q-343503, Q-624219

Agency is terminating those contracts effective 7/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$7,295.86

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-319656 - INUS262248 - 7/2/2024 - \$14,058.00

Signature

Date Signed

4/1/2025



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Option Letter #1; Contract No. 202

Action Requested: Board of County Commissioners' Signature

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

Term Begins:

Term Ends:

Grant Contract #:

Summary:

added funds for 24-25 fiscal year

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: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

**STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OPTION LETTER #1**

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2022*2745
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 E Virginia Ave Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, CO 81230-2333	Option Letter Contract Number: 2022*2745 Option Letter #1
Contract Performance Beginning Date: November 1, 2021	Current Contract Expiration Date: June 30, 2025

CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*2745	\$0.00	\$284,734.00	\$0.00	11/01/2021-06/30/2022	\$284,734.00
Amendment #1	2022*2745 Amendment #1	\$0.00	\$388,535.00	\$0.00	07/01/2022-06/30/2023	\$388,535.00
Amendment #2	2022*2745 Amendment #2	\$0.00	\$16,465.00	\$0.00	10/13/2022-06/30/2023	\$16,465.00
Amendment #3	2022*2745 Amendment #3	\$0.00	\$430,207.00	\$0.00	07/01/2023-06/30/2024	\$430,207.00
Amendment #4	2022*2745 Amendment #4	\$0.00	\$315,349.00	\$0.00	07/01/2024-06/30/2025	\$315,349.00
Option Letter #1	2022*2745 Option Letter #1	\$0.00	\$34,204.00	\$0.00	03/24/2025-06/30/2025	\$34,204.00
Current Contract Maximum Cumulative Amount						\$1,469,494.00

1. OPTIONS:

A. Option to change the quantity of Services under the Contract

2. REQUIRED PROVISIONS:

A. In accordance with Section 5Bv of the Original Contract referenced above, the State hereby exercises its option to increase the quantity of services at the rates stated in the Original Contract as amended, Exhibit C – Budget is deleted and replaced in its entirety with Exhibit C – Budget, for the following reason: to add funds supporting the current term Statement of Work activities.

B. The Contract Maximum Amount table on the Contract's 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.

SIGNATURE PAGE

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Chelsea Gilbertson</i> 2C13912416524B1... By: Signature</p> <p>Chelsea Gilbertson Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Title of Executive Director Delegate</p> <p>Date: <u>2025-03-25</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Kurt Williams</i> 73365F4A4A084BC... By: Signature</p> <p>Kurt Williams Name of State Controller Delegate</p> <p>Controller Title of State Controller Delegate</p> <p>Option Effective Date: <u>2025-03-31</u></p>
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COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing #2022*2745

Version 6.2024

Contractor Name	Gunnison County
Budget Period	Upon Execution - 06/30/2025
Project Name	Gunnison County Consortium

Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services (970) 642-7393 kcommerford@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FHLA 2022*2745

Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Grant Director	Completes all grant required activities, reporting, and fiscal oversight. The grant direct will serve 100% on the deliverables, but only bill 30% of time. Personnel costs are covered by Gunnison County and other grant funding. <i>Justification: Increase accounts for higher billing to date due to staff vacancy, will return to 30% (approx: \$3,700/mo) of time for remainder of FY25.</i>	\$ 44,400.00	\$ 24,905.23	\$ 69,305.23
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Collects information via minutes, attends to communication between stakeholders, and convenes stakeholders. <i>Justification: Increases total to match original request prior to reduced budget execution.</i>	\$ 58,500.00	\$ 23,400.00	\$ 81,900.00
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends. We have additional funding to support this position. Work with the state to access and report on the amount of prescription drugs prescribed and trends. <i>Justification: No Change</i>	\$ 30,420.00	\$ -	\$ 30,420.00
Community Health Professional Community Health Nurse	Works with the consortium and partners to implement harm reduction strategies that have been successfully implemented in Colorado and across other similar communities. Build support for harm reduction services, help implement harm reduction strategies. Work with MAT services to provide testing and education on site. Work with persons/families with SUD or at risk of SUD to assess Social determinate of health and connect to services. <i>Justification: Reduction accounts for vacancy savings.</i>	\$ 49,140.00	\$ (26,143.51)	\$ 22,996.49
Health/Recovery Navigator	The Health Navigator is responsible for supporting community members with accessing basic needs and behavioral health services. The Health navigator is required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. The Health Navigator will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigator will track the number of people contacted and the linkage to care services provided. <i>Justification: Unspent Funds moved to WSU subcontractor line- new amount is billed to date.</i>	\$ 16,120.00	\$ (15,982.14)	\$ 137.86
Total Personal Services (including fringe benefits)		\$ 198,580.00	\$ 6,179.58	\$ 204,759.58

Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Consortium/Coalition Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. 8 anticipated coalition meetings for 25 people x \$10/pp <i>Justification: Accounts for and matches amount billed in first 6 months</i>	\$ 2,000.00	\$ 1,842.00	\$ 3,842.00
Zoom platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option. <i>Justification: No Change</i>	\$ 500.00	\$ -	\$ 500.00
Training for SUD/ODD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support five (5) professionals in pursuing professional development in behavioral health. Support cost include registration, continuing education credits and per diem if held during breakfast, lunch, or dinner hours. <i>Justification: No Change</i>	\$ 7,500.00	\$ -	\$ 7,500.00
Education/Forums Expenses	Costs to host one (1) community forum on Substance use disorder prevention, treatment, and recovery. Event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$200 + \$25 for supplies (paper/pens/printing) for event. \$525 for trainer fee. <i>Justification: No Change</i>	\$ 525.00	\$ -	\$ 525.00
Advertising and Public Awareness	\$400/month x 4 for social media advertisement, newspapers and publishing of anti-stigma campaign. <i>Justification: No change</i>	\$ 1,600.00	\$ -	\$ 1,600.00
Referral Guide	Printing of Community referral guide: \$2.50 per copy x 200 <i>Justification: No Change</i>	\$ 500.00	\$ -	\$ 500.00
General Operating Supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc) <i>Justification: No Change</i>	\$ 360.00	\$ -	\$ 360.00
Harm Reduction Operating Supplies	Funds to support harm reduction strategies - may include costs associated with narcan trainings, distribution, vending machines, needle disposal, Safer use equipment, test strips. <i>Justification: No Change</i>	\$ 5,000.00	\$ -	\$ 5,000.00
Total Supplies & Operating Expenses		\$ 17,985.00	\$ 1,842.00	\$ 19,827.00
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Local and state travel (staff)	Local mileage for county wide travel for staff. State mileage for travel to harm reduction clinics 1000 miles x .57 = \$570. Lodging 2 trips x one night (\$225) x 2 people = \$900; Per diem 2 x \$65 x 2 = \$260 <i>Justification: No change</i>	\$ 1,730.00	\$ -	\$ 1,730.00
In-state travel (staff)	In-state travel for one staff member to attend a CDPHE approved Conference . GSA travel standards and rates are used by Gunnison County. Budget estimates are based on GSA rates. Conference registration fee=\$200, Lodging=3 nights @ \$175/night=\$525, estimated mileage 158 miles, one-way, per Google. 316 miles x \$0.57=\$180. \$62/day x 3=\$186. <i>Justification: Added one additional staff member</i>	\$ 1,091.00	\$ 1,091.00	\$ 2,182.00
Out of state travel (staff)	Out of state travel to support attendance at CDPHE approved conference. Flight=\$500; lodging 5 nights x \$250 = \$1,250; per diem \$69 x5 =\$345; ground transportation = \$200. <i>Justification: No Change</i>	\$ 2,295.00	\$ -	\$ 2,295.00

		Total Travel	\$ 5,116.00	\$ 1,091.00	\$ 6,207.00
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE	
Subcontractor Entity Name	Description of Item and Justification for Revision				
Gunnison County Sheriff Department	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$1,000 for contract term. <i>Justification: No Change</i>	\$ 1,000.00	\$ -	\$ 1,000.00	
Local Law Enforcement - Gunnison Police, Crested Butte Marshall, Mt. Crested Butte Marshall	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$1,000 for contract term. <i>Justification: No Change</i>	\$ 3,000.00	\$ -	\$ 3,000.00	
Western Colorado University - Sociology	WCU creation of course materials (2) addressing the intersection of criminal justice and behavioral health/SUD and assist in delivering curriculum, attend consortium meetings, \$8,000 per class curriculum development for contract term. <i>Justification: Unspent funds moved to this line from Health/Recovery Navigator Line to account for additional curriculum development and implementation cost originally requested</i>	\$ 16,000.00	\$ 15,982.14	\$ 31,982.14	
Health Professional-Trainer Stipend	Training stipends for a health professional to attend train-the-trainer sessions and provide training to other local professionals on behavioral health and harm reduction related topics. \$5,000 stipend for attendance at TOT and provision of training as requested during FY25.	\$ 5,000.00	\$ -	\$ 5,000.00	
Gunnison Valley Hospital	Peer Support Specialist (.5 FTE) \$20,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. 25% of Medical Assistant cost to expand MAT services to Crested Butte Location \$20,000. <i>Justification: \$6000 added to account for billed to date, no further cost anticipated</i>	\$ 40,000.00	\$ 6,000.00	\$ 46,000.00	
Total Contractual		\$ 65,000.00	\$ 21,982.14	\$ 86,982.14	
SUB-TOTAL BEFORE INDIRECT		\$ 286,681.00	\$ 31,094.72	\$ 317,775.72	
Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE	
Item	Description of Item				
Federal Negotiated Indirect cost rate					
CDPHE Negotiated Indirect Cost Rate	CDPHE CY2023 rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant incentives for this contract.	\$ 28,668.00	\$ 3,109.28	\$ 31,777.28	
De Minimis Indirect Cost Rate					
Total Indirect		\$ 28,668.00	\$ 3,109.28	\$ 31,777.28	
TOTAL		\$ 315,349.00	\$ 34,204.00	\$ 349,553.00	

STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
INTERGOVERNMENTAL AGREEMENT

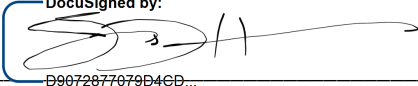
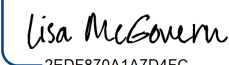
SIGNATURE AND COVER PAGE(S)

State Agency Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Contractor Gunnison County 200 E Virginia Ave Gunnison, Colorado 81230-2248
Original Contract Number 2022*2745	Contract Performance Beginning Date The later of the Effective date or November 1, 2021
Contract Maximum Amount Initial Term 11/01/2021-06/30/2022 284,734.00 Extension Terms Contract Maximum Amount 284,734.00	Contract Expiration Date June 30,2022 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor Shall Invoice: Monthly Funding Source: State \$284,734.00 Source Source	Miscellaneous Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 Law-Specified Vendor Statute (if any): NA Procurement Method: Request For Application (RFA) Solicitation Number (if any): 30089
State Representative Sam Bourdon Harm Reduction Grant Fund Coordinator VIP/ Overdose Prevention Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246	Contractor Representative Jonathan Houck Chairperson-Board of County Commissioners Gunnison County 200 E. Virginia Avenue Gunnison, Colorado 81230-2248
Exhibits The following Exhibits and Attachments are attached and incorporated into this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Sample Option Letter	
Contract Purpose This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement, public health, in addition to community based organizations (CBO).	

SIGNATURE PAGE

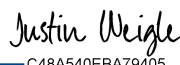
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR Gunnison County</p> <hr/> <p>DocuSigned by:  D9072077079D4CD...</p> <p style="text-align: center;">By: Signature</p> <p>Jonathan D. Houck</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>Chair-Gunnison County BOCC</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p style="text-align: center;">2021-10-25</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>DocuSigned by:  2EDE870A1A7D4EC...</p> <p style="text-align: center;">By: Lisa McGovern, Procurement and Contracting Section Director</p> <p>Lisa McGovern</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p style="text-align: center;">2021-10-25</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

C48A540EBA79405...

By: Travis Yoder, Controller
Justin weigle

Name of State Controller Delegate
Health Divisions Controller

Title of State Controller Delegate

2021-11-01

Contract Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to that in Sample Option Letter Exhibit. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to **§12.A.i.a.**

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **Breach of Contract** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **Business Day** means any day 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. **Contract** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21,

as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

- 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 and Cover Page for this Contract.
- I. “**Exhibits**” means the exhibits listed on the Signature and Cover Pages and attached to this Contract.
- J. “**Extension Term**” means the time period defined in §2.C.
- K. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access 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 defined in §2.B.
- N. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- O. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- Q. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. “**Services**” means the services to be performed by Contractor as set forth in this Contract and shall include any services to be rendered by Contractor in connection with the Goods.
- S. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI,

PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.

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

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

4. STATEMENT OF WORK

A. Completion of Work

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

1. Option to Initiate Phase

The State, at its discretion, shall have the option to direct Contractor to begin performance of any of the contract phases described in the Exhibits. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Sample Option Letter Exhibit. The Contractor shall begin work on each phase as of the effective date of the notice requiring Contractor to complete that phase, or a later date if one is contained in the notice, and shall complete all Work described for that phase in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or

in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

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

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **15**, in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this **§6.B** shall constitute

a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI,

(iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

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 nondisclosure agreements at least as protective as this Contract, and that the nondisclosure agreements 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 agreements to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations

under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written 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 1 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.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract by the effective date of the contract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business

Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §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 the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11., shall have all of the remedies listed in this §12.A. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in

the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, **(a)** secure that right to use such Work for the State or Contractor; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

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

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under

contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other

attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. Order of Precedence

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

- i. Colorado Special Provisions in **§19** of the main body of this Contract.
- ii. The provisions of the other sections of the main body of this Contract.
- iii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§10**.

iv. Intellectual Property Indemnification

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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

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

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

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

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

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

ADDITIONAL PROVISIONS
To Original Contract Routing Number 2022*2745

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly, CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Andres Guerrero, Program Manager, (andres.guerrero@state.co.us)

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

2. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. This award does not include funds for Research and Development.
5. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become

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part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

6. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
7. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

8. If Contractor indicates full expenditure of funds under this Contract by April 30 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than April 30 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by April 30, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

9. Contractor shall request prior approval in writing from the State for all modifications in the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to CDPHE at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with *General Provisions*, Section 16, *Contract Modifications*, of this Contract.
10. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
11. Contractor shall not use funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R.S.) 24-6-301(3.5)(a).
12. Notwithstanding paragraph 24 of the General Provisions, the parties agree to add the following, “24. Intellectual Indemnity. To the extent allowed under Colorado Law, the Contractor shall defend...”.

STATEMENT OF WORK
To Original Contract Number 2022*2745

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

I. Entity Name: Gunnison County

II. Project Description: This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement, public health, in addition to community based organizations (CBO). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUD) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy; as well as connect residents with the peer support specialists when released from the GCDC.

During the contract period, Gunnison County will hire several behavioral health professionals, to provide referrals to medication for addiction treatment (MAT), harm reduction services, support to the Front Range MAT services, SUD services, in addition to increasing diversion from incarceration in response to behavioral health crises. MAT certification will be accessible in Gunnison County in order to expand MAT resources. To increase the quality of behavioral health services, incentivized training opportunities will be available to both behavioral health professionals in addition to law enforcement professionals.

Funding of this project is to improve Gunnison County's residents' health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

III. Definitions:

1. CAC: Certified Addiction Counselor
2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. MAT: Medication for Addiction Treatment
9. MI: Motivational Interviewing,
10. OUD: Opioid Use Disorder
11. Professionals: healthcare professionals, behavioral health professionals, CBO professionals, in addition to law enforcement professionals
12. Quarter:
 - Quarter 1: July 1 - September 30
 - Quarter 2: October 1 - December 31
 - Quarter 3: January 1 - March 31
 - Quarter 4: April 1 - June 30

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- 13. SBIRT: Screening, Brief Intervention, and Referral to Treatment
- 14. Stakeholders: law enforcement, behavioral health providers, healthcare providers, in addition to Gunnison County Consortium members.
- 15. SUD: Substance use disorder
- 16. SUD: Substance Use Disorder
- 17. WSU: Western State University

IV. Work Plan:

Goal #1: Improve the health, well-being in addition to equity of all Coloradans through health promotion, prevention in conjunction with access to healthcare.	
Objective #1: No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.	
Primary Activity #1	The Contractor shall facilitate the GCC meetings to expand Gunnison County’s provision of substance use harm reduction services.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall attend a CDPHE virtual grant kick-off meeting. 2. The Contractor shall review the published material links about Overdose prevention on the CDPHE website prior to the CDPHE Grant Kick-off meeting. 3. The Contractor shall review the published Harm Reduction Grant Fund Program Manual on the CDPHE website prior to the CDPHE Grant Kick-off meeting. 4. The Contractor shall examine the existing harm reduction services implemented in Gunnison County. 5. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County. 6. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County. 7. The Contractor shall work with stakeholders to enhance community capacity to implement approved activities. 8. The Contractor shall schedule five (5) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD. 9. The Contractor shall facilitate five (5) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD. 10. The Contractor shall write meeting minutes at each of the scheduled GCC meetings. 11. The Contractor shall schedule five (5) GCC subgroup meetings annually. 12. The Contractor shall facilitate five (5) GCC subgroup meetings annually. 13. The Contractor shall write meeting minutes at each of the scheduled GCC subgroup meetings. 14. The Contractor shall create a community resource guide with the GCC. 15. The Contractor shall create a multidisciplinary team with the GCC to support the provision of MAT services in Gunnison County. 16. The Contractor shall create an anti-stigma campaign with the GCC to:

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	<ul style="list-style-type: none"> a. provide information to help residents understand SUD. b. provide information to increase awareness of behavioral health resources.
<p>Primary Activity #2</p>	<p>The Contractor shall provide four (4) behavioral health professionals to deliver harm reduction services in Gunnison County.</p>
<p>Sub-activities #2</p>	<ul style="list-style-type: none"> 1. The Contractor shall: <ul style="list-style-type: none"> a. hire a clinical public health nurse. b. hire a peer support specialist. c. hire a crisis clinician. d. hire a health navigator. 2. The Contractor shall assign the clinical public health nurse to perform the following: <ul style="list-style-type: none"> a. provide outreach to community members at risk of SUD. b. provide referrals to MAT. c. harm reduction education. d. provide best practices in harm reduction service implementation. 3. The Contractor shall assign the peer support specialist to perform the following: <ul style="list-style-type: none"> a. provide support to the Front Range MAT services. b. provide SUD services at the Western Colorado University. c. provide support to individuals actively using substances. d. provide justice-involved individuals’ access to resources upon release from GCDC. 4. The Contractor shall assign the crisis clinician to perform the following: <ul style="list-style-type: none"> a. provide support to individuals with SUD/ODU who are at risk of interacting with law enforcement, b. provide diversion, in addition to re-entry services for individuals with SUD, c. provide assessment to individuals who present for help with behavioral health issues, d. provide continuity of care after initial crisis response, e. provide referrals to SUD/ODU treatment services. 5. The Contractor shall assign the health navigator to perform the following: <ul style="list-style-type: none"> a. provide recovery support to individuals with behavioral health concerns, b. provide treatment referrals to individuals with behavioral health concerns, in addition to referrals to basic need services, c. provide multilingual services to residents.

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Primary Activity #3	The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall organize a minimum of one (1) meeting with the Gunnison County Detention Center (GCDC) to discuss the development of a naloxone distribution policy. 2. The Contractor shall create a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.
Primary Activity #4	The Contractor shall complete the preparatory work to deliver behavioral health training(s).
Sub-Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall create a behavioral health training curriculum with a CDPHE approved partner. 2. The Contractor shall create an electronic mail (email) advertising the behavioral health training. 3. The Contractor shall create a contact list of behavioral health professionals interested in the training. 4. The Contractor shall create a contact list of professionals in the field of law enforcement interested in the training. 5. The Contractor shall create an electronic registration survey that behavioral health professionals can register to participate in the behavioral health training. 6. The Contractor shall collect the behavioral health training registration data from the electronic registration survey. 7. The Contractor shall analyze the behavioral health training registration data collected from the electronic registration survey. 8. The Contractor shall schedule one (1) training location in Gunnison County to deliver the behavioral health training. 9. The Contractor shall communicate to each registered behavioral health professional the date of the reserved behavioral health training by email. 10. The Contractor shall provide the location of the behavioral health training to each registered behavioral health professional by email. 11. The Contractor shall create a follow-up survey to assess training effectiveness. 12. The Contractor shall administer the survey to all attendees of the training. 13. The Contractor shall analyze the results of the survey to inform training improvements.
Primary Activity #5	The Contractor shall complete a minimum of one (1) behavioral health training.
	<ol style="list-style-type: none"> 1. The Contractor shall create a sign-in sheet to track the number of professionals attending the training.

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<p>Sub-Activities #5</p>	<ol style="list-style-type: none"> 2. The Contractor shall use a sign-in sheet to track the number of professionals attending the training. 3. The Contractor shall provide the training to a minimum of four (4) behavioral health professionals. 4. The Contractor shall provide the training to a minimum of one (1) professional in the field of law enforcement. 5. The Contractor shall determine the method of presenting the training from the following options: <ol style="list-style-type: none"> a. Online platform, b. in-person, c. hybrid training. 6. The Contractor shall support the MAT certification of GVH’s Psychiatric Nurse Practitioner. 7. The Contractor shall distribute the behavioral health training materials to the registered professionals. 8. The Contractor shall facilitate the behavioral health training. 9. The Contractor shall provide a Question and Answer (Q&A) session after the behavioral health training. 10. The Contractor shall provide additional training opportunities in the following best-practice interventions: <ol style="list-style-type: none"> a. Certified Addiction Counseling (CAC), b. Eye Movement Desensitization and Reprocessing (EMDR), c. Motivational Interviewing, d. Screening, Brief Intervention, and Referral to Treatment (SBIRT), e. Cognitive Behavioral Therapy (CBT), f. harm reduction for people who use substances, g. and trauma-informed services.
<p>Primary Activity #6</p>	<p>The Contractor shall provide public awareness of behavioral health resources to residents in Gunnison County.</p>
<p>Sub-Activities #6</p>	<ol style="list-style-type: none"> 1. The Contractor shall organize a minimum of one (1) community forum on SUD prevention, treatment, in addition to recovery. 2. The Contractor shall determine the method of hosting the community forums from the following options: <ol style="list-style-type: none"> a. Online platform, b. in-person, c. hybrid forum. 3. The Contractor shall provide the location of the community forums by email. 4. The Contractor shall organize an anti-stigma campaign.

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	5. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.
Primary Activity #7	<ol style="list-style-type: none"> 1. The Contractor shall: <ol style="list-style-type: none"> a. Complete a CDPHE approved monthly progress report. b. Complete a CDPHE approved quarterly progress report. c. Complete a CDPHE approved annual progress report.
Primary Activity #8	1. The Contractor shall complete a CDPHE approved evaluation plan.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with CDPHE Overdose prevention content, which is located on CDPHE website https://www.colorado.gov/pacific/cdphe/opioid-prevention and is incorporated and made a part of this contract by reference. 3. The Contractor shall use the Harm Reduction Grant Fund Program Manual, which is located on CDPHE website https://drive.google.com/drive/folders/1TxIUoLdjb_Wp6h3FMZTExWkToDzuOIw2 and is incorporated and made a part of this contract by reference. 4. The Contractor shall develop a community resource guide to include the following: <ol style="list-style-type: none"> a. SUD providers' contact information. b. Mental health providers' contact information. c. Organizations providing basic need services contact information. 5. The Contractor shall develop a multidisciplinary team to include a minimum of the following: <ol style="list-style-type: none"> a. one (1) health care provider b. one (1) MAT provider c. one (1) behavioral health provider 6. The Contractor shall develop a SUD anti-stigma campaign to include a minimum of the following: <ol style="list-style-type: none"> a. Evidence-based information about behavioral health disorders. b. Evidence-based harm reduction information. c. Resources for individuals who use substances. 7. The Contractor shall develop a process document with the GCDC to connect individuals with the peer support specialist to include a minimum of the following:

EXHIBIT B

	<ul style="list-style-type: none">a. criteria for providing a referral.b. responsibility of parties in each step of the referral process. <p>8. The Contractor shall develop a behavioral health training curriculum to include a minimum of the following:</p> <ul style="list-style-type: none">a. evidence based rural behavioral health information.b. evidence based rural harm reduction information. <p>9. The Contractor shall develop an email advertising the behavioral health training to include a minimum of the following:</p> <ul style="list-style-type: none">a. Date of the behavioral health training.b. Location of the behavioral health training.c. Length of the behavioral health training.d. Deadline to register. <p>10. The Contractor shall develop a behavioral health professional contact list that covers the following:</p> <ul style="list-style-type: none">a. Name of the individual registering.b. Name of the clinic, if applicable.c. Address of the clinic, if applicable.d. Phone number of the individual registering.e. Email address of the individual registering. <p>11. The Contractor shall develop a field of law enforcement contact list that covers the following:</p> <ul style="list-style-type: none">a. Name of the individual registering.b. Name of the department, if applicable.c. Address of the department, if applicable.d. Phone number of the individual registering.e. Email address of the individual registering. <p>12. The Contractor shall develop the electronic registration survey that contains the following form fields:</p> <ul style="list-style-type: none">a. Name of the individual registering.b. Name of the clinic, if applicable.c. Address of the clinic, if applicable.d. Phone number of the individual registering.e. Email address of the individual registering. <p>13. The Contractor shall develop a follow-up survey to assess the effectiveness of the training to include a minimum of the following:</p> <ul style="list-style-type: none">a. participant satisfaction.b. participant feedback.c. Participant self-assessment of an increase in knowledge.
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EXHIBIT B

	<p>14. The Contractor shall develop a sign-in sheet that contains a minimum of the following:</p> <ul style="list-style-type: none">a. Dateb. Name of the registered individualc. Field of workd. Signature line. <p>15. The Contractor shall provide draft versions of the following for CDPHE review:</p> <ul style="list-style-type: none">a. Community Resource Guide.b. Anti-stigma campaign.c. Process document with the GCDC to connect individuals.d. Behavioral Health training curriculum.e. Email template advertising the behavioral health training.f. Contact list template.g. Electronic registration survey.h. Follow-up survey to assess effectiveness of training.i. Sign-in sheet template. <p>16. The Contractor shall provide final versions of the following prior to use:</p> <ul style="list-style-type: none">a. Community Resource Guide.b. Anti-stigma campaign.c. Process document with the GCDC to connect individuals.d. Behavioral Health training curriculum.e. Email template advertising the behavioral health training.f. Contact list template.g. Electronic registration survey.h. Follow-up survey to assess effectiveness of training.i. Sign-in sheet template. <p>17. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.</p> <p>18. CDPHE will review all deliverables providing feedback within five (5) Business Days from the submission of the deliverable.</p> <p>19. CDPHE will respond to all email communications within three (3) Business Days.</p> <p>20. CDPHE will provide the Contractor with a monthly template, quarterly, and annual progress report template which shall include:</p> <ul style="list-style-type: none">a. Primary and sub- activity progress summaryb. The most current data available including the demographics and number of people participating in interventionsc. Process and outcome evaluation data as specified in the grantee’s evaluation plan
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EXHIBIT B

	<ul style="list-style-type: none"> d. Documentation of any activities between law enforcement, LPHAs and community-based organizations e. Challenges and successes encountered f. Any requests for technical assistance or training. <p>21. CDPHE will provide the Contractor with evaluation planning in addition to implementation technical assistance covering the following:</p> <ul style="list-style-type: none"> a. collect data from stakeholders to define community needs. b. collect data on referral efficacy. c. collect data on naloxone distribution. d. collect data on residents’ access to services. e. collect feedback from residents, in addition to service providers, to guide improvements in service delivery. f. analyze existing data to develop criteria informing resource development. <p>22. CDPHE will provide the Contractor with technical assistance regarding selected overdose prevention activities to include the following:</p> <ul style="list-style-type: none"> a. Provider education b. Community education c. Community-level interventions; d. Targeted naloxone distribution e. Data; f. Evaluating local efforts to implement effective strategies <p>23. The Contractor shall attend all CDPHE approved trainings in addition to meetings.</p>
<p>Expected Results of Activity(s)</p>	<ul style="list-style-type: none"> 1. Community resource guide. 2. SUD anti-stigma campaign. 3. Hire four (4) behavioral health professionals to provide harm reduction in addition to behavioral health services to Gunnison Residents. 4. A process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release. 5. Provide a minimum of one (1) behavioral health training. 6. Provide a minimum of one (1) community forum on substance use, recovery, in addition to treatment.
<p>Measurement of Expected Results</p>	<ul style="list-style-type: none"> 1. Monthly Progress Report. 2. Quarterly Progress Report. 3. Annual Progress Report. 4. CDPHE received the finalized community resource guide. 5. CDPHE received the finalized anti-stigma campaign materials. 6. CDPHE received the finalized GCDC process document.

EXHIBIT B

	<ol style="list-style-type: none"> 7. CDPHE received the letter of hire for four (4) behavioral health professionals. 8. CDPHE received the training materials for behavioral health training. 9. CDPHE received materials provided to individuals at the community forum. 	
		Completion Date
Deliverables	1. The Contractor shall submit an evaluation plan using a CDPHE approved template including both process and outcome measures.	No later than 180 days from contract execution
	2. The Contractor shall submit a CDPHE approved monthly progress report.	No later than the 15th of each month
	3. The Contractor shall submit a CDPHE approved quarterly progress report.	No later than 15 days after the quarter ends.
	4. The Contractor shall submit a draft of the community resource guide.	No later than 4/30/2022
	5. The Contractor shall submit a final copy of the community resource guide.	No later than 6/30/2022
	6. The Contractor shall submit a draft of the SUD anti-stigma campaign.	No later than 1/31/2022
	7. The Contractor shall submit a final copy of the SUD anti-stigma campaign.	No later than 3/31/2022
	8. The Contractor shall submit a CDPHE approved annual progress report.	No later than 6/30 annually
	9. The Contractor shall submit a draft of the Process Document with the GCDC to connect individuals to resources.	No later than 4/30/2022
	10. The Contractor shall submit a final copy of the Process Document with the GCDC to connect individuals to resources.	No later than 6/30/2022
	11. The Contractor shall submit a draft of the Behavioral Health training curriculum.	No later than 4/30/2022
	12. The Contractor shall submit a final copy of the Behavioral Health training curriculum.	No later than 6/30/2022
	13. The Contractor shall submit a draft email template advertising the behavioral health training.	No later than 4/30/2022
	14. The Contractor shall submit a final email template advertising the behavioral health training.	No later than 6/30/2022

EXHIBIT B

	15. The Contractor shall submit a draft Contact list template.	No later than 4/30/2022
	16. The Contractor shall submit a final Contact list template.	No later than 6/30/2022
	17. The Contractor shall submit a draft Electronic registration survey.	No later than 4/30/2022
	18. The Contractor shall submit a final Electronic registration survey.	No later than 6/30/2022
	19. The Contractor shall submit a draft Follow-up survey to assess the effectiveness of training.	No later than 4/30/2022
	20. The Contractor shall submit a final Follow-up survey to assess the effectiveness of training.	No later than 6/30/2022
	21. The Contractor shall submit a draft Sign-in sheet template.	No later than 4/30/2022
	22. The Contractor shall submit a final Sign-in sheet template.	No later than 6/30/2022

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

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



PREVENTION SERVICES DIVISION – LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services (970) 642-7393 kcommerford@gunnisoncounty.org
Budget Period	11/01/2021-06/30/2022	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org
Project Name	Gunnison County Consortium	Contract (CT or PO) Number	

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
Grant Director	Completes all grant required activities, reporting, and fiscal oversight.	\$ 91,213.00	\$ 18,000.00	60.0%	8.0	\$43,685.20

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders.	\$ 26.00	6.00	260.0	\$8,320.00
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends.	\$ 28.00	6.00	520.0	\$17,680.00
Health/Recovery Navigator	Works with Western State University, Law Enforcement, Crisis Services, GVH, the jail and Peer Support Specialists in an effort to help community members navigate and access basic needs and behavioral health services with an emphasis on multilingual community members.	\$ 22.00	3.00	960.0	\$24,000.00
Clinical Nurse - Public Health	Provides outreach and engagement of new community members in need of behavioral health services, education, and MAT (medication assisted treatment). Responsible for being the lead on research and planning for the implementation of harm reduction services in Gunnison County.	\$ 31.00	6.00	850.0	\$31,450.00

Total Personal Services (including fringe benefits) \$125,135.20

Supplies & Operating Expenses				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Consortium/Coalition Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Five anticipated coalition meetings for 25 people x \$10/pp	\$ 250.00	5.0	\$1,250.00
Zoom platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option.	\$ 750.00	1.0	\$750.00
Training for SUD/ODD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for three events--trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours.	\$ 2,000.00	3.0	\$6,000.00
Education/Forums Expenses	Costs to host two (2) community forums on Substance use disorder prevention, treatment, and recovery. Each event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$15 pp x 25 = \$375 and \$25 per meeting for supplies (paper/pens/printing).	\$ 400.00	2.0	\$800.00
Advertising and Public Awareness	\$400/month x 8 for social media advertisement, newspapers and publishing of anti-stigma campaign.	\$ 400.00	8.0	\$3,200.00
Referral Guide	Creation and printing of Community referral guide: \$2.50 per copy x 200	\$ 2.50	200.0	\$500.00
General operating supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc)	\$ 30.00	8.0	\$240.00
Total Supplies & Operating				\$12,740.00
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Local mileage (staff)	Local mileage for county wide travel for Coordinator, Clinical Nurse and Director	\$ 0.57	600.0	\$342.00

In-state travel (staff)	In-state travel for four staff members to attend a CDPHE approved one day grantee meeting and the four-day Shared Risk and Protective Factor Conference in Keystone CO in June 2022. GSA travel standards and rates are used by Gunnison County. Budget estimates are based on 2021 GSA rates and may change for 2022. Conference registration fee=\$250x4 staff=\$1000. Lodging=5 nights @ \$152/night=\$760x 4 staff=\$3,040. Mileage from Gunnison County to Keystone Conference Center is 158 miles, one-way, per Google. 316 miles x \$0.57=\$180.12x4staff=\$720.48. Breakfast and lunch will be provided for 4 days so those costs are excluded from the meals and incidentals (M&IE) calculation. \$39/day (\$34/dinner and \$5 incidental/day) x 5=\$195 and final day with breakfast and incidental \$18 +5=\$23. M&IE=\$218. \$218 x4 staff=\$872.00	\$ 5,632.48	1.0	\$5,632.48
Total Travel				\$5,974.48
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison County Sheriff Department	Law enforcement officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$2,500 for contract term.	\$ 2,500.00	1.0	\$2,500.00
Local Law Enforcement - Gunnison Police, Crested Butte Marshall, Mt. Crested Butte Marshall	Law enforcement officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$2,500 for contract term.	\$ 2,500.00	3.0	\$7,500.00
Western Colorado University - Behavioral Health	WCU representative will work with consortium to develop behavioral health training curriculum, assist in delivering curriculum, attend consortium meetings, \$8,000 for contract term.	\$ 8,000.00	1.0	\$8,000.00
Gunnison Valley Hospital	Peer Support Specialist (1 FTE) \$32,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. Cost for Psychiatric Nurse to receive MAT certification training, including time, \$15,000. Crisis clinician (1 FTE) \$50,000 that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis. For contract term.	\$ 97,000.00	1.0	\$97,000.00
Total Contractual				\$115,000.00
SUB-TOTAL OF DIRECT COSTS				\$258,849.68
Indirect				

Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate		
CDPHE-Negotiated Indirect Cost Rate	CDPHE CY2022 rate of 24.18% Total Direct Costs excluding capital expenditures, rent and participant support costs. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant support costs for this contract.	\$25,884.32
De minimis Indirect Cost Rate		
Total Indirect		\$25,884.32
TOTAL		\$284,734.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Temple Hoyne Buell; Gunnison/Hi

Action Requested: Other Requesting Consent to Apply

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Gunnison Hinsdale Early Childhood Council is requesting consent to apply for the Buell Early Childhood Council Grant.

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: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

Gunnison Hinsdale Early Childhood Council
Temple Hoyne Buell Application

Legal Name of Council

Gunnison County

DBA (Optional)

Gunnison Hinsdale Early Childhood Council

EIN (Applicant Organization)

The Employer Identification Number from the top right corner of your IRS 501(c)(3) determination letter. It is sometimes referred to as a Federal Identification Number.

84-60000770

Tax Exemption Status

Government Entity

Office Mailing Address

220 N. Spruce Street

Gunnison, CO 81230

United States

County

Gunnison County

Office Phone

+1 970 641 3244

Council Email Address

lathey@gunnisoncounty.org

Organization Website

www.gunnisoncounty.org/ghecc

Year Organization Founded

2007

What is the organization's fiscal year end date?

12/31/2025

Organization Mission Statement

The Mission of the Gunnison Hinsdale Early Childhood Council is to expand and improve early childhood services and educational opportunities for families in Gunnison and Hinsdale counties.

Geographic Area(s) Served

Gunnison and Hinsdale Counties in Colorado

Council Background

Discuss the founding and development of the council. Explain the original issue and/or opportunity the council was founded to address and how that may have changed over time. Briefly, discuss the biggest successes of your council to date.

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community. After receiving grant funding from the Colorado Department of Education (CDE) in 2008, our council began working to create a comprehensive early childhood system.

Over time the Council's focus has gradually shifted from increasing access and affordability of care to a focus of stabilizing the early childhood workforce. This shift took place after the COVID pandemic as the State offered amazing incentives and grant programs to support the growth and development of new early childhood programs. Our Council noticed that even with the increased availability of funding to start a licensed family child care home or center such as the emerging and expanding grants, FCCH licensing incentives, etc. the community was still experiencing difficulty keeping existing programs open due to a lack of qualified staff at sites. Turnover rates in Gunnison and Hinsdale County remain high and individuals who have dedicated their lives to the care and education of young children are finding it increasingly more difficult to live in our resort mountain towns. The Council saw the need to work on strategies that would support this fragile workforce as well as maintain and eventually grow the capacity of our community's early childhood programs.

Some of the biggest successes of our Council have been from this work. Over the years we have been fortunate to have earned funding support through the Early Childhood Workforce Innovation Grant, Circle Grant and Buell Workforce Grant to support our efforts to strengthen the local early childhood workforce. Through these initiatives we have been successful in a partnership with Western Colorado University to begin an Early Childhood Education Certificate program, we have gained local support through municipalities for a sick leave fund for early childhood teachers, and we have been able to provide annual stipends for early childhood teachers based on their early childhood credential. This work has been so rewarding and helped

us to see the potential for continued growth in the field of early childhood. We are hopeful that over time our local early childhood workforce will be as well compensated and supported as K-12 educators.

Council Activities

Internal Council Operations

- 1. Describe the internal operations of your team and your efforts to successfully administer the responsibilities of your organization.**
- 2. Identify resources that would be helpful in strengthening your internal operations. Examples might include having access to learning communities or to key partners like the Department of Early Childhood.**
- 3. What are the council's greatest opportunities related to internal operations?**

Our team currently consists of Margaret Wacker, the Community Health Manager and Lana Athey the Early Childhood Supervisor for Gunnison County DHHS who oversee Council operations. Corrine Jaeger is the GHECC QI Coach and Navigator and also helps the Council with community events, Kym McNamara is our Early Childhood Resource Navigator working with families to access Universal Preschool and supporting Family, Friend, and Neighbor caregivers through trainings and the licensing process. Mayte Burton works with the Council doing community outreach, she regularly helps with translation of our Council outreach documents and interpretation at our Council events and trainings. Mayte also works with the Spanish speaking FFN caregivers in our community helping them to access PDIS trainings and Council provided professional development opportunities. All of our staff members work closely together to support a comprehensive early childhood system, we regularly meet with community partners working together to develop solutions for long-standing issues within our local early childhood system.

Resources that have been helpful in strengthening our internal operations have come through the technical assistance that we receive through the Department of Early Childhood and the Early Childhood Council Leadership Alliance. We have been able to take advantage of many of the professional development opportunities available through these partners. ECCLA's community of practice has been a helpful learning community to be a part of as we continue to outreach to new and potential providers and consider different professional development opportunities we could offer at a local level.

When thinking of our internal operations we have been fortunate to add two new staff members in the past couple years, allowing us to expand our reach in the community. One of the greatest opportunities we have at this time is to learn from the work being done in other communities around local financing initiatives and consider ways in which our Communities might make similar investments in early childhood education. It has been wonderful having a larger team to focus on early childhood initiatives. In the last two years our partnership with Multicultural Resources Services has grown tremendously as Mayte one of our team members also serves on this team which is also housed under HHS. We have begun holding regular team meetings, scheduling out Council tasks together as a team and then holding one another accountable for the work. We are fortunate to truly enjoy working with one another and asking each other for help when we need it without feelings of guilt or inadequacy.

Describe how your council works across the three domains of the Early Childhood Colorado Framework to create a more coordinated, effective, and efficient system. Ensure that you discuss the foundational elements of the system when answering this question:

- **Strong Partnerships**
- **Sufficient Investments**
- **Sound Policy**
- **Robust Public Engagement**
- **Shared Accountability**
- **Effective Leadership**
- **Relevant Education Opportunities**

2. How do you measure the success of your systems building efforts?

3. Identify challenges that hinder your council's systems building efforts.

4. What are the council's greatest opportunities related to systems building?

Early Learning

- Our Council provides direct support to early childhood teachers and sites by offering quality improvement coaching, increasing access to locally offered benefits such as sick leave compensation and the early childhood credential stipend program. The Council also provides scholarships for professional development and offers an annual early childhood conference to allow EC educators a learning and networking opportunity at the local level.
- In addition to direct supports for early childhood teachers and licensed home providers our Council has been outreaching to family, friend, and neighbor caregivers. Providing trainings for FFN care providers in our community and assisting them in applying to be a licensed family child care home provider if interested. We are encouraged by the level of engagement that we have experienced in the trainings that we have offered to this community of mostly Spanish speaking care providers.

Family Support and Parent Education

- Our Council is in regular communication with family support and parent education programs and many of the leaders of organizations that serve families in our community are members of our Council. We promote their offerings and work with these organizations to increase parent's awareness of the amazing resources we have available in our community. Recently we have engaged in conversations and applied for funding opportunities with community partners to grow the Parents as Teachers program in our community.
- Gunnison County Health and Human Services has also received funding from the Community Based Child Abuse Prevention (CBCAP) grant to work on various initiatives to reduce child maltreatment in Gunnison County. Council staff helps with the

management of this grant and is working to assist families in finding summer programming for their young children. A recent success of this partnership came early in 2025 when it was announced that the School District's free summer experience program would not run in the summer of 2025. Council staff and other Gunnison County DHHS staff jumped in and began weekly meetings with community partners to develop some solutions. In a matter of a few weeks the "team" was able to develop a tuition assistance program for families to apply for to help cover the cost of summer care for their children.

- Our organization has been working closely with the Juvenile Services Department to offer parent workshops throughout the year that focus on various topics related to parenting young children.
- The Council has also been running a diaper program which has been a huge success with 50+ families coming into the HHS office each month for a pack of diapers and wipes. Unfortunately, the funding for this program has run out, but the Council is looking at other funding opportunities to continue to support this much needed program.
- The GHECC offers a community baby shower celebration each summer, bringing together all of the family serving agencies in our community to share their resources with new and expecting parents. Last year over 100 individuals came to the baby shower!

Health and Well-Being Domain-

- The Council is housed under Gunnison County Health and Human Services this structure has allowed our Council to have a strong connection to programs in the community that support the health and well-being of children and families. For instance, when vaccinations for COVID-19 become available the GHECC worked closely with Public Health to promote vaccination opportunities to the early childhood workforce and families. Many family serving agencies serve on our Council including Women, Infants, Children (WIC), Early Intervention, Child Find, Nurse Family Partnership (NFP), and the Family Advocacy and Support Team (FAST) are active members of our Council providing insight and helping to guide our work to best support families in the community.
- Council staff also helps to promote and provides interpretation for the Mountain Mamas Café in partnership with Gunnison Valley Health. New mothers can weigh their babies, receive lactation support, learn about community resources available to them, and connect with other new mothers at this weekly gathering.

Economic Mobility

The GHECC added economic mobility as a domain in our 2025-2028 strategic plan. In the upcoming years we have plans to focus on this domain in order to foster the economic success of families and the early childhood workforce so that all the essential needs of children, families and the workforce are met. In the work we plan to do more targeted outreach to families that might be eligible for various programs including Medicaid, CHP+, WIC, SNAP, etc. Council staff also has plans to offer financial literacy workshops and increase awareness of tax credits available to families.

Early Childhood Workforce

The Council also chose to add a fifth domain to our 2025-2028 strategic plan. This domain will focus on strengthening our local early childhood workforce through the continued implementation of early childhood workforce supports such as the sick leave and early childhood stipend program. Council staff plans to dig deeper into recruitment and retention

strategies and deepen our partnership with Western Colorado University in order to create a local pipeline of early childhood professionals in our community.

Strong Partnerships

The GHECC and the licensed child care providers in the communities that we serve have been successful in working collectively as a group for years to help strengthen and support the early childhood system in the Counties that we serve. Over the course of several years we have seen our partnerships grow. City and County leaders, Western Colorado University, Gunnison Valley Health, and Juvenile Services have shown more interest in engaging in conversations around how to support the early childhood sector to a greater extent. One of our County Commissioners regularly meets and engages with the Council and community Council activities.

Sufficient Investments

In recent years we have been able to almost double our Council's budget through various grant initiatives.

In 2020 the GHECC was awarded a three-year grant from the Colorado Health Foundation to engage FFN caregivers in our community. The Colorado Health Foundation then awarded the Council another 2 year grant to continue the work through 2025.

The Council also received CIRCLE grant funding for 2022-2023 to build on three initiatives designed to support our local EC workforce and explore possibilities for local funding to sustain these programs far into the future. The Buell workforce grant has allowed us to continue these initiatives and work towards developing solutions that might garner more support and lead to local funding opportunities.

We continue to engage community leaders and apply for local funding opportunities; we are hopeful that in the near future we will see more locally sourced funding put towards our local early childhood system.

Sound Policy

The Council has placed more of an emphasis on advocacy for local investments in early childhood education over the last few years. As we begin to see the potential for a reduction in funding going towards early childhood education at the State and Federal level these conversations are more important than ever before. The Council is looking forward to continuing to engage City and County leaders and discuss the potential for local funding to support Early Childhood Education.

Robust Public Engagement

The Council has experienced a considerable increase in engagement from City, Town and County leaders in the last 6 years. The GHECC, licensed providers, and key community members have worked diligently to raise the voice of early childhood designing presentations that have been given at several engagements including Rotary Club, Chamber of Commerce, Mayors and Managers, and City and Town Council Meetings. Our team has continued to work on public awareness campaigns highlighting our local early childhood workforce and the importance of the early years. We plan to increase our public engagement efforts in the upcoming year to assist community leaders and members in developing a better understanding of the vital role the early childhood system plays in the health of our community.

Shared Accountability

The Council gathers quantitative and qualitative data on a regular basis throughout the year. This is done through parent and early childhood workforce surveys, focus groups, world cafes, and accessing various data platforms included Census data, the kids count data center, and State of the Community Reports conducted in 2022 and 2025. All of the information we gather throughout the year allows our organization to offer supports to our early childhood community that truly make a difference. The Council regularly shares data with our local health system, local leadership, Gunnison County Juvenile Services, FAST, Gunnison Watershed School District and other Council partners whenever data is requested.

Effective Leadership

All of our Council staff have a passion for early childhood systems building. Our Council leaders have been in the field for 10 or more years and are excited about creating change that positively impacts our community.

Relevant Education Opportunities

The GHECC works hard to ensure that our local early childhood providers are made aware of and supported in accessing Quality Improvement dollars and coaching each year. We currently have most all of our licensed early childhood centers in Gunnison and Hinsdale Counties involved in Colorado Shines Quality Improvement with 6 out of the 9 centers rating at a level 3 or higher. The Council supports the early childhood workforce in accessing professional development at the local level by offering an annual early childhood conference each year and providing scholarships to early childhood educators taking college courses and engaging in other professional development opportunities. Recently the Council was able to offer stipends to early childhood educators who completed ECE 101 & 103 and Expanding Quality in Infant and Toddler training.

How would funds requested from the Buell Foundation support the activities noted above?

Funding from the Temple Hoyne Buell Foundation has continued to allow our team more staff hours to bolster our local early childhood system as well as engage in conversations and professional development opportunities to learn how to do better in our roles. Without Buell funding it would be difficult for the Council to maintain or grow Council initiatives. THB funding has provided our Council with the flexibility needed to approach challenges issues and better support our local early childhood system allowing our Council to expand our reach and to dive deeper into systems building work.

Explain this year's level of support from the State of Colorado and anticipated state support through the next three years (if known). How will any changes impact the council's programs and activities.

Funding received by the Council through the State of Colorado is expected to remain the same for the 2025-2026 fiscal year. The Council was initially expecting that a reduction in funding was on the horizon, but as of right now we expected to be able to maintain current operations. Future funding is unknown, we will continue to stay up to date on any changes or possibilities for a reduction in funding at the State Level.

Budget Template Instructions

General Instructions:
<p>The Budget Template - Should be used to explain how an organization plans to use funds consistent with the proposed activities. This document contains includes two worksheets: Instructions and Budget Template. Budget requests and their associated deliverables need to be in alignment and provide a consistent, logical picture of what is to be accomplished, by whom, and the associated costs. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications.</p> <p>The information contained in each expenditure category helps reviewers understand the budget. Please provide narrative for each category in the "Narrative" section</p> <p>In the budget template, various cells offer information by hovering the mouse over the cells.</p>
Contact Information
Complete the top portion of the form by providing Agency Name, Project Name, and Contact Information
Personnel (employees of lead agency)
This section is for wages for employees of the agency receiving the grant.
Please Use the Personnel Detail Table (2); information from this table will populate the Personnel Line
Table 2: Personnel Detail Table (Wages)
Position Title : Enter the title of the position of each person who will be funded by the grant
Current Staff or To be Hired : Select from the dropdown box
Annual Salary : Please enter a yearly salary; if someone is paid hourly, please calculate this to reflect an annual salary
% Time on Project : Please list what % of this person's time will be dedicated to this project
Total Request : Total funds requested to support this person's time on the project
Narrative : Use this column of the budget template to address the role and expected contribution of budgeted personnel.
Total Personnel Services (including fringe benefits)
This row should show the totals for each columns and reflect the total amount of Personnel Services costs the agency is requesting.
Benefits (Fringe and Taxes)
Provide the total amount requested for fringe benefits for the personnel listed in Table 2: Personnel Detail.
In the narrative, please describe how the fringe benefits were calculated.
Supplies & Administrative Expenses
Supplies and administrative expenses may include, but are not limited to, postage, office supplies, meeting materials, educational materials, and printing and copying. Please provide a brief description in the narrative about how costs were determined and how funds would be used.
Contractors/Consultants (payments to third parties or entities)
Please complete Table 3: Contractors/Consultants/Partners; information from this table will populate the Contractor/Consultant line.
This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work. This includes consulting, personal services subcontracts, and payments to partners. The narrative should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables.
Travel
This expenditure category should include all travel expenses such as lodging, meals, mileage, and airfare. In the Narrative, please describe the expenses, how they were determined, and how they support completion of the proposed activities.
Training/Professional Development/Conferences
This line includes expenses not covered in other categories related to participation in professional development activities, such as conference fees. In the narrative, please identify the rationale for these expenses and how they were calculated.
Total Direct Costs
This row should total the amount of all Direct Costs the agency is requesting.
Indirect Costs
Up to 10% of the total direct costs may be charged to cover associated indirect costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting for the project.

Temple Hoyne Buell

Applicant/Lead	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
Contact Name:	Lana Athey	Email:	lathey@gunnisoncounty.org
Grant Period	September 1, 2025 to August 31, 2026		

Table 1: Project Expenses (June 15, 2022 - June 30, 2023)		
Budget Category	Total	Narrative (Explain how costs were determined and how the budget aligns with
Personnel*	\$ 24,401	*Provide detailed justification in Table 2: Personnel table
Supplies/Operating Expenses	\$ 127	Meeting supplies, meeting food, copies, office supplies
Computer Costs	\$ 2,000	
Training/Professional Development/Conferences	\$ 2,072	GHECC Annual Conference - Local Professional Development
Memberships	\$ 1,400	ECCLA Membership
Contractors/Consultants/Subcontracts to Partners*	\$ -	*Provide detailed justification in Table 3: Contracts Table
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Total Direct Costs	\$ 30,000	
Indirect Costs (should not exceed a rate of 10% of direct costs)	\$ -	
GRAND TOTAL REQUESTED	\$ 30,000	

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

Table 2: Personnel Detail (employees of lead agency)					
Position Title	Current Staff or To Be Hired	Annual Salary Including Benefits & Taxes	% of Time on Project	Total Request	Narrative
Early Childhood Services Supervisor	Current	\$117,206	10%	\$ 11,135	4.0 hours/week - systems building - currently working 30 hours per week
GHECC QI Coach & Navigator	Current	\$87,496	5%	\$ 3,937	2 hrs/week Ongoing support of early childhood centers, attendance at early childhood workforce committee meetings, etc.

ECC Outreach/Navigator	Current	\$71,650	10%	\$ 6,807	4.0 hours/week -Community outreach, social media posting, attendance at community events, assistance with annual early childhood conference and FFN caregiver trainings. - currently working at 20 hours per week
EQIT Instructor	Current	\$50,438	5%	\$ 2,522	Helps Provide 2 EQIT Trainings on an annual basis
Total Personnel				\$ 24,401	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

Table 3: Contractor/Consultants/Partners		
Name of Contractor/Consultant/Partner (if available)	Total Request	Narrative
<i>EXAMPLE: XYZ Consultant</i>	\$ 5,000	<i>To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators</i>
	\$ -	
	\$ -	
	\$ -	
Total Contractor	\$ -	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Colorado Statewide Parent Coali

Action Requested: Other Requesting Consent to Apply

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison Hinsdale Early Childhood Council is requesting consent to apply for the Colorado Statewide Parent Coalition Family Friend and Neighbor care provider training and technical assistance grant application

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: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/7/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/7/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

If awarded this grant, how do you plan to utilize the funding? Please provide an overview of your proposed programming, including details on content, delivery methods, and intended impact.

If awarded this grant, the Gunnison/Hinsdale Early Childhood Council (GHECC) would utilize the funding to connect current and potential Family, Friend, and Neighbor (FFN) care providers to community resources and provide professional development opportunities that would increase the quality of care provided to the young children and families in the communities that we serve.

For the last 3 years our organization has worked closely with FFN care providers in our community by offering a variety of training and professional development opportunities. We have successfully connected FFN care providers with available community resources, and supported them through the child care licensing process if they were interested in becoming a licensed provider. This work has been extremely rewarding and has helped to build a stronger early childhood system in our community.

The work proposed in this grant application would be an extension of the work we are currently doing with the FFN community. It would allow our organization to continue this critical work and expand the supports we have available for the FFN community.

The GHECC plans to continue to engage with FFN care givers providing: two 5 week training cohorts annually covering topics such as: Health and Safety, Managing Challenging Behaviors, Early Childhood Development, Best Business Practices, Financial Literacy and Community Resources and Supports.

The Council also plans to be available to support FFNs throughout the child care licensing process. This would include: assisting FFNs to enroll in Family Child Care Home pre-licensing courses, accessing the PDIS system, providing support in developing their environment to meet licensing requirements, and being available as other needs arise.

Please describe your experience and approach to providing grants, training, and technical assistance that are culturally relevant, linguistically appropriate, and incorporate community voice and leadership in the design or implementation process. Additionally, share your prior experience in offering materials grants, training, or technical assistance to FFN Providers in Colorado.

- The FFN caregivers in our community come from diverse backgrounds, many of the FFN caregivers are immigrants that have recently moved to our area and are providing care for other immigrant families. The Council realized that there was a

great need in our community for more FFN supports. We know that the first years of life build the foundation for a lifetime of learning, so it was important that we support FFN caregivers in providing quality interactions and experiences for young children that supports their optimal growth and development. By supporting FFN providers as they provide this essential service to our community the GHECC is helping to ensure that all children are provided an equal opportunity when it comes to their education. A safe and stable FFN care environment provides the families utilizing this type of care with the stability they need to feel confident in their child care options and to go to work with a clear mind. This helps to ease the stress that many families experience when they have difficulty finding care or feel unsure about the care their children are receiving. In focus groups that the GHECC conducted with parents from our immigrant population, many participants expressed feeling uneasy when leaving their child with a neighbor. Some sharing that oftentimes they “do not trust the person they leave their kids with, but it is out of necessity that they must work.” In past parent surveys, 50% of respondents said they use an FFN provider for their child care needs. The Council knows that this number has increased in recent years as we have seen 9 of our licensed family childcare homes close resulting in a loss of 60 child care slots over the last 5 years. In our small community, this was a significant loss.

- The GHECC engages with the communities we serve on a regular basis. We have established partnerships with a variety of local organizations such as communities that care, Multi-Cultural Resource office, 4-H, early childhood programs, Gunnison County Libraries, family advocacy and support team, Gunnison and Hinsdale school districts, Juvenile Services and Western Colorado University. The Council also offers professional development sessions, parent trainings, and community events throughout the year. In relation to the FFN work proposed in this application our organization has found our parenting sessions and community events to be one of the most effective techniques to engage potential FFN caregivers. Since we began our FFN program in 2020 we have been able to engage FFN caregivers successfully through informal methods such as word of mouth communications among the FFN network. For example, many of the FFN caregivers in our program will tell other FFNs in the community about what supports and resources we offer and soon those FFN caregivers begin to engage with us as well. The Council works closely with Multicultural Resource Services (which is also housed under Health and Human Services) to enlist help to more effectively support our Spanish speaking community members, connecting them to resources and offering support in providing family, friend, and neighbor care. The responses that the GHECC received from

participants in the FFN program from the beginning have helped us to design the program to meet their needs. We often ask participants what else they would like to learn and then we find a way to offer the trainings they desire. For instance, a few FFN caregivers shared that they needed support in developing policies for the FFN care they were providing regarding stronger payment structure, sick policies, and family enrollment packets to fill out with their child's emergency contact information, allergies, or any concerns. Many FFN caregivers wanted a more structured approach to the care they were providing and the Council assisted them by providing information in reference to curriculum, social emotional development and health and safety guidelines . The Council has also provided trainings for CPR, positive behavior management, nutrition, STEM activities, early literacy, etc. Council staff has connected FFN's with the Professional Development Information System (PDIS) when they expressed being eager to access more trainings on their own time, and for the past 5 years the council has personally reached out and invited FFN's to our annual conference, introducing them to others passionate about the field of early childhood.

- One of our greatest successes is the transition of one of our Spanish speaking FFN providers into achieving the status of being a licensed home child care center. In early 2024 an FFN that participated in our FFN program for 3 years was able to become licensed. Our Council staff supported this FFN every step of the way as she moved through the licensing process. Providing interpretation when needed and supporting her as she developed her program policies, handbooks, and care environment. Other FFNs that we are currently working with have expressed interest in becoming licensed, but face difficulties with their current housing situation as many are renting from landlords that are not willing to allow for childcare on their properties.

***Please describe your prior experience and approach to developing and offering training that is evidence-based, community or research informed. Please include citations, links to published, evaluation reports, slide decks, or other documents that support the rationale for your approach.**

Our council works with community partners to offer FFN trainings throughout the year. Realizing that our staff cannot be experts in all areas, we coordinate with our community partners to provide comprehensive, relevant and up to date training to our FFN caregivers. Below is a list of the trainings that we have offered, and the community partners involved in providing the training:

- CPR-The GHECC worked closely with Gunnison Valley Health's Clinical Education Coordinator to offer the CPR module to the FFN caregiver community. One bilingual Council staff member also became a certified CPR trainer to allow our organization to offer the training in Spanish.
- Managing Challenging Behaviors/ Developing Routines - The GHECC collaborates with the local Pyramid Coordinator to offer these trainings. The Pyramid Coordinator presented the information and provided materials for all that attended to develop visual charts in their home settings.
- Early Literacy - One of our Council staff members is a former child and family librarian that worked at our local library for 14+ years. She has an extensive training in and understanding of early literacy and best practices to support early literacy. In her workshops she provides insights on ways to increase literacy in care settings, and at home to support a child's development. She uses the EVERY CHILD READY TO READ MODEL which incorporates simple practices, based on research, to help parents and other caregivers develop early literacy skills in children from birth to age five.
- Standard Precautions/Safe Sleep - Although standard precautions and safe sleep trainings are offered on the Professional Development and Information System (PDIS) our Council thought that it was important to offer these trainings in person and in alignment with the PDIS module. To offer these trainings in this manner we had FFN caregivers set up a PDIS account and take the courses together in person through their own individual computers. However, the session was held in person allowing FFNs to ask questions they might have and giving Council staff the opportunity to physically demonstrate proper handwashing, diapering and cleaning techniques.
- Business Practices - Our organization engaged current licensed family child care home providers that have been in operation for several years to better understand their business practices and what has made them so successful over the years. Council staff have also attended Business Administration Scale for Family Child Care training (BAS). The BAS measures the quality of the learning environment and is a reliable instrument that measures business practices in family child care settings. We then took what we learned from the providers and used the BAS tool and developed a training to specifically assist FFNs to better manage their care program. Council staff worked for several weeks to develop templates for policy handbook, emergency contact forms, etc. for FFN caregivers to utilize when necessary.

- FFN Caregiver Resources at the Community and State Level - This session provides FFNs with information on a variety of community and Statewide resources available to them. We provided information on different professional development and grant opportunities, parent workshops, diaper/food programs, health insurance, etc.
- Financial Literacy - The financial literacy workshops that the Council offers give FFNs and other community members ideas for budgeting, financial planning, filing taxes, available tax credits, etc. The Council has partnered with local financial advisors to offer a series of financial literacy workshops. These are open to all community members, but FFNs are invited to these workshops in addition to the other trainings offered throughout the year specific to FFNs.
- Annual Nurturing the Young Child Conference - For over 12 years that Gunnison Hinsdale Early Childhood Council has offered an annual conference. The conference offers 6 hours of continuing education credits for early childhood professionals. Each year the majority of the FFNs that the Council supports, attends this event. All conference sessions offer interpretation. This provides a great opportunity for FFNs to meet others working with young children. The Council covers the cost of attendance for all FFNs.

Please describe your prior experience and approach to managing all logistics associated with offering training and technical assistance to FFN providers considering the specific nuances of this population related to recruitment, participant sign-up, space, and training equipment and materials. Please address language access, timing of offering, geography, etc. *

Our Council has been offering FFN trainings and support for the last 5 years. Throughout this time, we have learned a lot about our local FFN community and have adjusted our offerings based on the feedback that we have received. We typically offer our FFN trainings in the evenings and/or on weekdays to ensure that FFNs can attend when they are not caring for children. Our conference is offered on a Saturday in April when our tourist town begins to slow down after the closing of the ski area. Trainings are typically held at our local library or in the School District preschool building after hours. These are common community spaces that our FFN community is familiar with and that are easy to access as they are located in town and are close to public bus stops. This allows FFN caregivers to easily access the location even if they do not have a vehicle.

As mentioned previously, we work closely with the multicultural services team to engage Spanish speaking FFN providers. This team assists Council staff with FFN caregiver engagement by providing FFNs with frequent reminders of upcoming trainings or events.

Our bilingual Council staff translate all documents and presentations and provides interpretation during trainings.

Please describe your experience, approach and tools utilized to manage grant funding. Include description of internal accounting of grants-associated costs, managing grants or payments to providers, and reporting key financial data to funders. CSPC will need to approve all materials grants PRIOR to their distribution, how do you plan to manage the process of distributing materials grants?

The GHECC has extensive experience meeting funder requirements including contractual and financial obligations. Gunnison County has served as the fiscal agent for early childhood service coordination for over 15 years for the Gunnison Hinsdale Early Childhood Council. Gunnison County provides excellent fiscal management for all our Council programs. Reporting of key financial data and regular invoicing will be completed by Gunnison County's finance department and the GHECC. Materials grant requests? with a list of items to be purchased will be submitted to CSPC for approval prior to the Council's purchase of items for FFN caregivers that complete the training. Once ordered and received Council staff will hand deliver the items to the FFN caregiver.

Please describe your ability to collect participant data for the following purposes: assess impact, improve performance, and ensure accountability. If you use a formal evaluation approach.

The Council collects attendance data at each of the FFN trainings offered throughout the year. At this time, we do not have a formal evaluation of the trainings offered, but plan to create one for the upcoming year to better inform our efforts. Council staff does gather feedback from participants informally through conversations and engagement that occurs throughout the year, but we would like to more formally track this feedback to ensure that we are offering programming that is responsive to the needs of the FFN community.

Please describe your knowledge and experience of the child care system in Colorado, including the Colorado Child Care Qualified Exempt process, Child Care Licensing, working with Colorado's professional development registry, the Colorado Shines Professional Development System (PDIS); child care subsidy through Colorado's Child Care Assistance Program (CCCAP), and the federal Child and Adult Care Food Program (CACFP). Please describe how you align grant spending, training and technical assistance to ensure providers understand the process and are supported in connecting to these systems. Please describe any existing partnerships that you will leverage to achieve this goal.

Council staff has extensive knowledge of the child care system in Colorado. The Council coordinator has worked with the Council for 11 years and has a Masters degree in Early Childhood Education. The Early Childhood Resource Navigator has a Masters in Library Science and managed the Gunnison County Library systems children and family division of the library for 14 years later serving as a large center Director. Our Quality Improvement coach and EQIT instructor has worked with the Council for over 9 years. She previously served as an early childhood teacher for several years in Gunnison County. That being said, all of our staff has a strong understanding of the early childhood systems locally and Statewide. Our Council is also housed under health and human services. Two Council staff members have worked as CCCAP administrators in the past and continue to have a close working relationship with the current CCCAP specialist for Gunnison and Hinsdale counties.

**Family, Friend, and Neighbor Child Care Provider Grants and Support Program
Budget Template**

Applicant/Entity Name:	Gunnison County dba Gunnison Hinsdale Early Childhood Council
Application Round:	Round 2
Contact Name:	Lana Athey
Phone:	970.641.3244
Email:	lathey@gunnisoncounty.org
Organization's EIN:	County Tax Number98-02498-0000
Organization's Fiscal Year:	January-December

Instructions: Applicants must submit a budget with detailed expenses using this Budget Template. All budgets must be broken out by service area (Personnel, Grant Management, Training, Technical Assistance, Other Direct Expenses). Indirect expenses should not exceed a rate of 10% of direct costs. Please contact our team at FFGRANTS@coparentcoalition.org if you require assistance or accommodation to complete this Budget Template.

Table 1: Project Expenses

Budget Category (DO NOT EDIT THIS TABLE. IT WILL AUTOMATICALLY POPULATE. PLEASE MOVE ON TO TABLE 2.)	Total Request	Narrative (Explain how costs were determined and how the budget aligns with your proposal)
Personnel	\$25,908.72	*Provide detailed justification in Table 2: Personnel
Grants Management	\$9,500.00	*Provide detailed justification in Table 3: Grants Management
Training	\$2,625.00	*Provide detailed justification in Table 4: Training
Technical Assistance	\$150.00	*Provide detailed justification in Table 5: Technical Assistance
Other Direct Expenses	\$0.00	*Provide detailed justification in Table 6: Other Direct Expenses
Total Direct Costs	\$38,183.72	
Indirect Costs (should not exceed a rate of 10% of direct costs)	\$3,818.37	
GRAND TOTAL REQUESTED		\$42,002.09

In the section below, please provide detail about the Personnel expenses including the salary and benefits & taxes for employees to be funded with grant funds. Enter a budget justification for the employee or position title. The justification should address the role and expected contribution of budgeted personnel. Please note the benefits that will be reimbursed include employer paid Social Security, Medicare, Unemployment Insurance, CO-Paid Family Medical Leave, employer-paid health benefits, and employer-match retirement contributions.

Table 2: Personnel

Employee Name or To Be Hired	Position/Title	Annual Gross Salary	Employer Paid Benefits & Taxes	% of Time on Project	Total Salary	Total Benefits & Taxes	Total Personnel Request	Justification
Lana Athey	Early Childhood Service Supervisor	\$84,968	\$32,240	5.00%	\$4,248.40	\$1,612.00	\$5,860.40	2 hours/week Planning, Outreach, Trainings, Grant Management
Kimberley McNamara	Early Childhood Resource Navigator	\$65,250	\$9,880	10.00%	\$6,525.00	\$988.00	\$7,513.00	4 hours/week Planning, Outreach, Community Collaboration, Trainings
Mayte Burton	Health Navigator	\$62,400	\$9,250	12.00%	\$7,488.00	\$1,110.00	\$8,598.00	6 hours/week Community Outreach, translation and interpretation, planning, trainings
Corrine Jaeger	Coach/QJ Navigator	\$76,056	\$11,440	4.50%	\$3,422.52	\$514.80	\$3,937.32	2 hours/week Planning, Outreach, Trainings
Total Personnel					\$21,683.92	\$4,224.80	\$25,908.72	

In the section below, please provide detail about Grants Management expenses including provider grants (# of providers/\$950 per provider (tie to workplan), accounting costs (software purchases), grant application process costs (software, database, etc.). Please note that time spent preparing this application is not eligible for reimbursement.

Table 3: Grants Management

Grant Management Expense and Details	Provider/Contractor/Consultant/Vendor/TBD	# of Providers	Amount Per Provider	Description	Total Grant Management	Justification
Provider materials grants		10	\$950.00		\$9,500.00	
Total Grants Management					\$9,500.00	

In the section below, please provide detail about Training expenses including Training contractors/consultants, training development materials (curricula purchase), training equipment and materials (projectors, folders, handouts, snacks, incentives), space rental(hours/space hourly cost), etc.

Table 4: Training

Training Expense	Provider/Contractor/Consultant/Vendor/TBD	Description	Total Training Request	Justification
Trainers/Facilitators/Consultants (not employees)	Gunnison Valley Health Training Staff		\$500.00	\$250 to facilitate CPR training twice annually 10 total sessions annually- \$50 snacks per session. \$50 for folders/handouts
Training equipment & materials		Folders/Handouts/Snacks for Sessions	\$550.00	Coverage of rental fee for annual conference - conference will be a celebration of all of the work done by the two FFN cohorts. Providing opportunities for earning continuing education hours.
Space rental	Western Colorado University	Space rental for ballroom/conference rooms for Nurturing the Young Child Conference	\$400.00	
CPR Certification Fee	Red Cross	Fee to cover cost of CPR certification	\$400.00	Fee for 10 FFNs to become CPR certified
Conference Food	Sodexo	Conference food	\$775.00	coverage of a portion of the annual conference food costs
Total Training			\$2,625.00	

In the section below, please provide detail about Technical Assistance expenses including TA contractors/consultants, TA development materials (curriculum), etc.

Table 5: Technical Assistance

Technical Assistance Expense	Provider/Contractor/Consultant/Vendor/TBD	Description	Total Technical Assistance Request	Justification
TA development materials		Print materials, Folders, Hand Out	\$150.00	Printer toner, paper, markers, pens, other relevant office supplies, etc.
Total Technical Assistance			\$150.00	

In the section below, please provide detail about Other Direct expenses including evaluation and data collection (software), staff development (events, conferences, books), marketing (advertising, social media, brochures, mailings), provider/community advisory (stipends), meeting expenses, mileage, etc.

Table 6: Other Direct Expenses

Other Direct Expense	Provider/Contractor/Consultant/Vendor/TBD	Description	Total Other Direct Expenses Request	Justification
Evaluation & data collection				
Staff development				
Marketing				
Provider/Community Advisory				
Meeting expenses				
Space Rental				
Mileage				
Other				
Total Other Direct Expenses			\$0.00	

Programa de Apoyo y Subvenciones para Proveedores de Cuidado Infantil para Familiares, Amigos y Vecinos
Plantilla de Presupuesto

Nombre del solicitante / entidad:	
Ronda de Solicitud:	
Nombre de contacto:	
Teléfono:	
Correo electrónico:	
EIN de la organización:	
Año fiscal de la organización:	

Instrucciones: Los solicitantes deben presentar un presupuesto con gastos detallados utilizando esta Plantilla de presupuesto. Todos los presupuestos deben estar desglosados por área de servicio (Personal, Gestión de Subvenciones, Entrenamiento, Asistencia Técnica, Otros Gastos Directos). Los gastos indirectos no deben exceder una tasa del 10% de los costos directos. Comuníquese con nuestro equipo en FFNGRANTS@coparentcoalition.org si necesita ayuda o adaptaciones para completar esta plantilla de presupuesto.

Tabla 1: Gastos del Proyecto

Categoría de presupuesto (NO EDITE ESTA TABLA. SE COMPLETARÁ AUTOMÁTICAMENTE. PASE A LA TABLA 2.)	Solicitud Total	Narrativa (explique cómo se determinaron los costos y cómo se alinea el presupuesto con su propuesta)
Personal <input type="checkbox"/>	\$0.00	*Proporcione una justificación detallada en la Tabla 2: Personal
Gestión de subvenciones	\$0.00	*Proporcione una justificación detallada en la Tabla 3: Gestión de subvenciones
Capacitación <input type="checkbox"/>	\$0.00	*Proporcione una justificación detallada en la Tabla 4: Capacitación
Asistencia técnica	\$0.00	*Proporcione una justificación detallada en la Tabla 5: Asistencia técnica
Otros gastos directos <input type="checkbox"/>	\$0.00	*Proporcione una justificación detallada en la Tabla 6: Otros Gastos Directos
Costos directos totales	\$0.00	
Costos indirectos (no deben exceder una tasa del 10% de los costos directos)	\$0.00	
GRAN TOTAL SOLICITADO		\$0.00

En la siguiente sección, proporcione detalles sobre los gastos de personal, incluidos el salario, los beneficios y los impuestos de los empleados, que se financiarán con fondos de subvención. Ingrese una justificación presupuestaria para el empleado o puesto. La justificación debe abordar el rol y la contribución esperada del personal presupuestado. Tenga en cuenta que los beneficios que se reembolsarán incluyen el Seguro Social pagado por el empleador, Medicare, seguro de desempleo, Ausencia Familiar y Médica Pagada en Colorado, beneficios de salud pagados por el empleador y contribuciones de jubilación equivalentes al empleador.

Tabla 2: Personal

Nombre de empleado o para ser contratado	Título del Puesto	Salario bruto anual	Beneficios e impuestos pagado por el empleador	% de tiempo en el proyecto	Salario total	Beneficios e impuestos totales	Solicitud total de personal	Justificación
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	
Total para Personal					\$0.00	\$0.00	\$0.00	

En la siguiente sección, proporcione detalles sobre los gastos de gestión de subvenciones, incluidas las subvenciones de los proveedores (n.º de proveedores/\$950 por proveedor (vinculado al plan de trabajo), costos contables (compras de software), costos del proceso de solicitud de subvenciones (software, base de datos, etc.). Tenga en cuenta que el tiempo dedicado a preparar esta solicitud no es elegible para reembolso.

Tabla 3: Gestión de Subvenciones

Gastos y detalles de gestión de subvenciones	Proveedor / Contratista / Consultor(a) / Vendedor(a) / Por determinar		Descripción	Solicitud de gestión de subvención total	Justificación
	# de proveedores	Monto por proveedor			
Subvenciones de materiales para proveedores		\$950.00		\$0.00	
Costos contables					
Costos del proceso de solicitud de subvención					
Otro					
Gestión de subvenciones totales				\$0.00	

En la siguiente sección, proporcione detalles sobre los gastos de capacitación, incluidos contratistas/consultores de capacitación, materiales de desarrollo de capacitación (compra de planes de estudio), equipos y materiales de capacitación (proyectors, carpetas, folletos, refrigerios, incentivos), alquiler de espacio (horas/costo por hora del espacio), etc.

Tabla 4: Entrenamiento

Gasto de formación	Proveedor / Contratista / Consultor(a) / Vendedor(a) / Por determinar	Descripción	Solicitud de capacitación total	Justificación
Entrenadores / Facilitadores / Consultores (no empleados)				
Materiales de desarrollo de capacitación				
Equipo y materiales de entrenamiento.				
Alquiler de espacio				
Otro				
Total de Entrenamiento			\$0.00	

En la siguiente sección, proporcione detalles sobre los gastos de asistencia técnica, incluidos los contratistas/consultores de AT, los materiales de desarrollo de AT (plan de estudios), etc.

Tabla 5: Asistencia Técnica

Gasto de Asistencia Técnica	Proveedor / Contratista / Consultor(a) / Vendedor(a) / Por determinar	Descripción	Solicitud de Asistencia Técnica Total	Justificación
Entrenadores / Facilitadores / Consultores (no empleados)				
Materiales de desarrollo de asistencia técnica				
Otro				

Total de Asistencia Técnica **\$0.00**

En la siguiente sección, proporcione detalles sobre Otros Gastos Directos, incluida la evaluación y recopilación de datos (software), desarrollo del personal (eventos, conferencias, libros), marketing (publicidad, redes sociales, folletos, correos), asesoramiento de proveedores/comunidad (estipendios), gastos de reuniones, kilometraje, etc.

Tabla 6: Otros Gastos Directos

Otros gastos directos	Proveedor / Contratista / Consultor(a) / Vendedor(a) / Por determinar	Descripción	Solicitud total de otros gastos directos	Justificación
Evaluación y recopilación de datos				
Desarrollo de Personal				
Marketing				
Aviso a la comunidad/proveedores				
Gastos de reunión(es)				
Kilometraje				
Otros				
Total de Otros Gastos Directos			\$0.00	

Colorado Statewide Parent Coalition

Gunnison Hinsdale Early Childhood Council Family, Friend, and Neighbor Grant

Training Workplan

Timeline	Tasks	Staff Responsible
July 1 st -September 15 th	Further development of our FFN training sessions	Lana, Kimberly, Mayte, and Corrine
August 1 st -September 27 th	Council Staff will work on recruitment of FFNs for the Fall cohort	Kimberly and Mayte
September 29 th –November 17 th	1 st Training Session will be offered	Lana, Kimberly, Mayte, and Corrine
December 1 st – February 1 st	<ul style="list-style-type: none"> • Council Staff will work on recruitment of FFNs for the Spring cohort • Identify items that the FFNs would like to purchase with their materials grant funds • Complete a FFN caregiver site walk through to help them further develop the learning environments in their homes • Meeting individually with each “graduate” to discuss any potential interest in becoming a licensed family child care home provider 	Kimberly and Mayte
February 2 nd – March 30 th	2 nd Training Session will be offered	Lana, Kimberly, Mayte, and Corrine
March 30 th –April 23 rd	<ul style="list-style-type: none"> • Outreach to ALL graduates to encourage registration at Annual Nurturing the Young Child Conference • Conference planning 	Lana, Kimberly, Mayte, and Corrine

April 25 th	Nurturing the Young Child Conference	Lana, Kimberly, Mayte, and Corrine
April 27 th – June 30 th	<ul style="list-style-type: none"> • Identify items that the FFNs would like to purchase with their materials grant funds • Complete a FFN caregiver site walk through to help them further develop the learning environments in their homes • Meeting individually with each “graduate” to discuss any potential interest in becoming a licensed family child care home provider 	Kimberly and Mayte

Training Session Descriptions and Timeline

Session Title	Description	Resources Utilized	Timeline /Presenters
Intro to healthy caregiving for young children	<p>This foundational course provides essential health and safety knowledge for caregivers of young children. Participants will learn key principles and practices to ensure the well-being of children in their care, with a focus on health and safety basics, universal precautions, and strategies to create safe, supportive environments. Topics will include safe sleep practices, recognizing and preventing child abuse and neglect, and understanding critical health guidelines. This course also incorporates relevant content from the Professional Development Information System (PDIS) to support ongoing caregiver growth and best practices. Attendees will leave equipped with practical tools and information to promote the safety, health, and overall development of young children.</p>	<p>Universal Precautions Safe Sleep, Child Abuse and Neglect PDIS</p>	<p>September 29, 2025 February 2, 2026</p> <p>Kimberly, Corrine Mayte, Lana</p>
Child Development	<p>This course provides a comprehensive overview of the critical stages of child development from infancy through preschool, focusing on the key factors that support healthy growth and development. Participants will learn how to nurture cognitive, emotional, physical, and social development in young children, while recognizing key milestones and movements as outlined by the Colorado Early Learning and Development Guidelines (ELDGs) and the Centers for Disease Control and Prevention (CDC). With an emphasis on evidence-based practices, this course equips caregivers and educators with the tools needed to create supportive environments that foster optimal development in infants, toddlers, and preschoolers.</p>	<p>Colorado ELDGs CDC movements and milestones</p>	<p>October 13, 2025 February 16, 2026</p> <p>Lana</p>
Big Feelings and How to Handle Them	<p>Course Description: This session will explore the foundational concepts of emotional development and emotional literacy, emphasizing self-regulation and co-regulation strategies for both children and caregivers. Participants will gain insights into understanding and</p>	<p>NCPMI, Zero to Three, Head Start, PRISM and Harvard school of the</p>	<p>October 27, 2025 March 2, 2026</p> <p>Corrine</p>

	managing intense emotions, with a focus on fostering resilience and emotional intelligence in early childhood. The course will draw on research and best practices from renowned organizations such as the National Center for Pyramid Model Innovations (NCPMI), Zero to Three, Head Start, PRISM, and the Harvard School of the Developing Child. Through evidence-based strategies, the session will offer practical tools to support children’s emotional growth, enhance positive interactions, and promote healthy emotional development within a supportive caregiving environment.	developing child	
Early Literacy Everything you need to know before you learn to read	Course Description: This session will delve into the critical foundations of early literacy development, focusing on the key activities that set the stage for successful reading. Participants will explore the essential roles of talking, singing, and other interactive practices in fostering language skills and literacy before children learn to read. Drawing from research and best practices endorsed by the American Library Association’s <i>Every Child Ready to Read</i> initiative and , this course will provide evidence-based strategies to enhance early language experiences and support the growth of young learners. Attendees will leave with a deeper understanding of the importance of early communication practices, how they influence literacy development, and practical tools to integrate these activities into everyday routines with children.	American Library Association every child ready to read	November 10, 2025 March 16, 2026 Kimberly
Business Basics	This course introduces family childcare providers to the essential business practices needed to create and maintain a sustainable childcare home. Focused on practical and effective strategies, participants will learn key elements of business administration, including financial management, marketing, operations, and how to create a sustainable, thriving childcare environment. The course will integrate the <i>Business Administration Scale for Family Child Care</i> (McCormick), providing insights into quality improvement, business growth, and creating a strong foundation for long-	Business Administration scale, McCormick	November 17, 2025 March 30, 2026 Kimberly

	term success. By the end of this course, attendees will have the tools to strengthen the operational side of their childcare businesses.		
CPR Training	American Red Cross Training to give participants the knowledge and skills they will need to respond to a life-threatening situation with confidence. This class includes Adult, Child, and Infant CPR and AED utilization. The course is a combination of online and practical (hands on, in-person) learning. Participants must complete the online lesson videos and activities help you learn the material before meeting in-person to practice the skills.	American Red Cross	Dates TBD – Will be offered in partnership with the Gunnison Valley Health on dates that fall within the timeframe for the other scheduled FFN trainings.

*Participants will register for the FFN cohort in PDIS for direct credit to their ECPC 3.0 Ongoing Professional Development domain

*Spanish interpretation will be provided at all sessions

Colorado Statewide Parent Coalition

Gunnison Hinsdale Early Childhood Council Family, Friend, and Neighbor Grant

Technical Assistance Workplan

Timeline	Tasks	Staff Responsible
July 1st – September 30th	<ul style="list-style-type: none"> Further develop childcare licensing how-to guide. 	Lana, Kimberly, Mayte, and Corrine

	<ul style="list-style-type: none"> · Compile a list of relevant contacts, including licensing supervisors, local fire department, planning and zoning, and other support organizations · Fine tune policy and family handbook templates · Develop marketing materials to promote technical assistance support for those interested in becoming licensed family child care home providers · Schedule a child care licensing Q & A workshop for early December 2025 and another in early May 2026. · Promote Q & A workshop throughout late October and all of November for December 2025 workshop · Promote Q & A workshop throughout April for May 2026 workshop 	
Timeline	Tasks	Staff Responsible
September 30th – June 30th	<ul style="list-style-type: none"> - Meet with interested FFN providers to answer any questions or concerns they might have in regards to becoming a licensed FCCH provider -Gather information about the specific challenges and areas where providers need support, such as licensing requirements, compliance, or specific regulations. Considering the following: <ul style="list-style-type: none"> ● Are there any specific areas of concern, such as health and safety, space, or curriculum? ● If the house is not owned by the FFN provider is their landlord okay with the operation of a licensed FCCH site? 	Kimberly and Mayte

- Does the individual need more training to operate the business side of running a licensed FCCH?

-Council staff will schedule bi-weekly and/or monthly check-ins with these individuals to support them through the process

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; State of Colorado Intergovernmenta

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison County and DOLA EIAF Grant IGA for development of a City of Gunnison to Town of Mt. Crested Butte Corridor Plan.

Fiscal Impact:

Submitted by: Hillary Seminick

Submitter's Email Address: hseminick@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/4/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/4/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

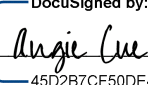

Time Allotted: 0

Agenda Date: 4/15/2025

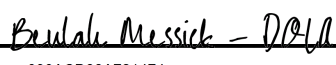
State of Colorado Intergovernmental Grant Agreement SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number EIAF-25-027	CMS Number 197401
Grantee Gunnison County	Grant Award Amount \$200,000.00	Retainage Amount \$10,000.00
Project Number and Name EIAF 25-027 Gunnison County - Mt. Crested Butte Corridor Plan	Performance Start Date The later of the Effective Date or March 11, 2025	Grant Expiration Date April 30, 2027
Project Description The Project consists of the development of a City of Gunnison to Town of Mt. Crested Butte Corridor Plan.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Dana Hlavac, (970) 903-0230, (dana.hlavac@state.co.us)</u>	Funding Account Codes CTGG1 NLAA 202500003767	
DOLA Regional Assistant <u>Ted Gantzer, (970) 290-2381, (ted.gantzer@state.co.us)</u>	VCUST# 14260	Address Code CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  45D2B7CF50DE4BD...</p> <p>By: Angie Cue, EIAF Program Manager</p> <p>Date: 3/18/2025 9:45 AM PDT</p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director</p> <p>DocuSigned by:  098D83E2E274...</p> <p>By: Maria De Cambra, Executive Director</p> <p>Date: 3/19/2025 5:49 PM MDT</p>
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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 (the “Effective Date”).

<p>STATE CONTROLLER <u>Robert Jaros, CPA, MBA, JD</u></p> <p>DocuSigned by:  090ACD88A721474...</p> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: 3/21/2025 7:18 PM MDT</p>

TERMS AND CONDITIONS

1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

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

A. *Reserved.*

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B. State Authority

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 pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

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. Reserved.**
- D. “CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. “Grant”** or **“Intergovernmental Grant Agreement”** means this agreement 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”** or **“Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- G. “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.
- H. “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.
- I. “Exhibits”** means the following exhibits attached to this Intergovernmental Grant Agreement:
 - i. Exhibit B, Scope of Project**
 - ii. Exhibit G, Form of Option Letter**
- J. “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, an amendment, or an Option Letter.
- K. Reserved.**
- L. Reserved.**
- M. “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.

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- 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 Performance Start Date and the initial Grant Expiration Date.
- P. **“Matching Funds”** or **“Other Funds”** means funds provided by the 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. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. *Reserved.*
- 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 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. *Reserved.*
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. *Reserved.*
- DD. *Reserved.*
- EE. *Reserved.*
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

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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 purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

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 Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i. 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.
- ii. 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.
- iii. 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.

B. *Reserved.*

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement 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,

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taxes or penalties of any nature, except as required by Grantee’s laws or policies.

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 only reimburse allowable costs 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 Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. 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 period described in **§7.E**.

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 this Award.

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

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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. 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. Audits

Grantee shall comply with all State and federal audit requirements.

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 (payment card information) 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 (CJI) Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act (HIPAA) for all protected health information (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

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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 Personally Identifiable Information (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, the certification on an annual basis, attached as an exhibit, if applicable. Grantee's duty and obligation to certify as set forth in the exhibit 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

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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, 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, 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 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

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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.

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.

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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. Colorado Special Provisions in §19 of the main body of this Grant;
- ii. Any executed Option Letter and Amendment;
- iii. The provisions of this Intergovernmental Grant Agreement; and
- iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

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.

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- 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. *Reserved.*

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 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, 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. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the development of a City of Gunnison to Town of Mt. Crested Butte Corridor Plan.

2.2. Work Description. Gunnison County (Grantee) will hire a qualified firm to assist with the development of a City of Gunnison to Town of Mt. Crested Butte Corridor Plan. Work includes creating Plans for limiting the size of the highway, incorporating transit, and addressing land use, transportation, and infrastructure plans for all jurisdictions in the three-mile area, and unincorporated areas of the County; and identifying future transportation and infrastructure investments, the anticipated location and density of future growth and discouragement of sprawl in inappropriate locations that are in alignment with community. Additional Work includes: mapping of existing infrastructure, open space, transit, recreation facilities, schools, agricultural operations, wildfire, geologic hazard, flood hazard, wetlands, water bodies; identification and prioritization of land acquisition for future civic uses or preservation; capacity and constraints of water/sewer providers; a regional transportation plan; a 3-mile plan; and public engagement. Grantee will provide DOLA with electronic copies of accepted Corridor Plan, any related code updates, community outreach, engagement records/photos, production of final documents and presentation of final documents for approval by the Grantee, and proof of Substantial Completion prior to Project Closeout. Grantee will own the completed Corridor Plan and all related documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional fees for development of the Corridor Plan. Bid process, bonding and insurance, attorney's fees, consultant travel and per diem shall be the sole responsibility of the Grantee.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completed development of a City of Gunnison to Town of Mt. Crested Butte Corridor Plan.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Gunnison County, Colorado.

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4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 60 days after the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s).	Within 30 days after bid opening.
Provide DOLA with Project Timeline.	Within 30 days after the Effective Date of the subcontract(s).
Submit Corridor Plan for review to DOLA Regional Manager.	Prior to Planning Commission approval.
Provide DOLA with an electronic copy of the accepted Corridor Plan and proof of Substantial Completion (i.e. Certificate of Completion, Board motion of approval, lien waiver).	To be included with the Project Final Report.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	July 29, 2027

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes

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4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of **Cathie Pagano, Assistant County Manager, (cpagano@gunnisoncounty.org)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. 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.

5.2. Other Key Personnel. **Matthew Birnie, County Manager, (mbirnie@gunnisoncounty.org)**. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: **Dana Hlavac, (970) 903-0230, (dana.hlavac@state.co.us)**

5.5. DLG Regional Assistant: **Ted Gantzer, (970) 290-2381, (ted.gantzer@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 66%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$600,000	\$200,000	\$400,000	Grantee
	Total	\$600,000	\$200,000	\$400,000	

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7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$190,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$10,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$200,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as

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required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4.Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EIAF 25-027 Gunnison County - Mt. Crested Butte Corridor Plan

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 Regional Manager Choose an item.		
DOLA Regional Assistant Choose an item.		
Funding Account Codes Enter CTGG1 number	Program Name Energy & Mineral Impact Assistance Program (Acctg Dropdwn EIAF)	
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: _____

EIAF 25-027 Gunnison County - Mt. Crested Butte Corridor Plan

- 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 Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
 - c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

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 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**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

<u>Quarter</u>	<u>Year</u>	<u>Due Date</u>	<u>Pay Request</u>	<u>Status Report</u>
1 st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. **For use with Option 1(b):** In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement 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 Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

<u>Budget Line(s)</u>				

EIAF 25-027 Gunnison County - Mt. Crested Butte Corridor Plan

Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement 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 re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

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

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #5; Contract No. 23 IBEH 174456

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

JBBS Contract Amendment

Fiscal Impact:

Submitted by: Josh Ashe

Submitter's Email Address: jashe@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/3/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/4/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/4/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

Contract Amendment #5

Signature and Cover Page

State Agency

Colorado Department of Human Services
 Behavioral Health Administration

Contractor

Gunnison County Colorado for the use and benefit
 of Gunnison County Sheriff’s Department

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2023 \$155,200.00

Extension Terms

State Fiscal Year 2024 \$164,500.00

State Fiscal Year 2025 \$167,565.00

State Fiscal Year 2026 \$0.00*

*An appropriation for county organizations for the Jail Based Behavioral Health program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$16,241,451 subject to available funds which are split among other Jail based vendors. See Exhibit A: Part 1, General Administration, Article 3, Paragraph 1.3.5, and Article 3, paragraph 1.3.6 General Accounting Encumbrance (GAE).

Total for All State Fiscal Years \$487,265.00

Original Contract Number

23 IBEH 174456

Amendment Contract Number

26 IBEH 196545

Contract Performance Beginning Date

July 1, 2022

Current Contract Expiration Date

June 30, 2026

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

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

Contractor

Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department

State of Colorado

Jared S. Polis, Governor
Department of Humans Services
Michelle Barnes, Executive Director

By: Laura Puckett-Daniels, County Commissioner Chair

Date: _____

By: Dannette R. Smith, Commissioner Behavioral Health Administration

Date: _____

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

State Controller

Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2025, whichever is later and shall terminate on the termination of the Contract.

4. Purpose

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

The purpose of this amendment is to extend the contract for another year and update and replace the following exhibits with the most current versions for Fiscal Year 2026; the Exhibit A-3, Statement of Work and the Exhibit B-4 Budget.

5. Modifications

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

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A-3, Statement of Work, with Exhibit A-4, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-5, Budget, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

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

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Exhibit A-4 - Statement of Work

Jail Based Behavioral Health Services (JBBS)

FY26

Definitions and Acronyms

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

“Agonists” are substances that mimic the actions of a neurotransmitter or hormone to produce a response when it binds to a specific receptor in the brain. Opioid drugs, for example heroin and methadone, are agonists that produce responses such as ‘liking’, analgesia and respiratory depression.

“Antagonists” are chemical substances that bind to and activate certain receptors on cells, causing a biological response. Oxycodone, morphine, heroin, fentanyl, methadone, and endorphins are all examples of opioid receptor agonists

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

“Bridges Program/Court Liaison” means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies

and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems. Additional information can be found by searching Bridges, on the website below:

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

“Case Manager” assists in the planning, coordination, monitoring, and evaluation of

services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness.

“Certified Addiction Specialist” (CAS) is a professional who has specialized training and experience in treating substance use disorders. CASs work with clients to develop treatment plans and help prevent relapse. The CAS is a comprehensive certification for the provision of treatment in the addictive disorders, which includes specialty areas in alcoholism, drug addiction, eating disorders, gambling addiction, and sexual addiction.

“Certified Addition Technician” (CAT) is a professional who works with people struggling with substance use disorders. They provide support and help clients and their families understand addiction and recovery. A CAT certification requires courses such as addiction counseling skills, case conceptualization and documentation.

“Colorado Department of Regulatory Agencies” (DORA) is the state's umbrella regulatory agency, charged with managing licensing and registration for multiple professions and businesses, implementing balanced regulation for Colorado industries, and protecting consumers.

“Contractor” refers to the County Sheriff's Department that contracts for JBBS services through the BHA.

“Critical Incidents” are incidents or significant events involving a JBBS client that are of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff. CI's involving a JBBS client must be reported to the BHA within 48 hours of the event occurring. The assigned JBBS program manager should also be notified. This form can be found at: <https://docs.google.com/forms/d/e/1FAIpQLSe5nHwUJZe3NoPAYr-hH0WuZxqOYGp9kZtg1aLFZcwHWwcCtQ/viewform>

“GAIN 3.2” is the Global Appraisal of Individual Needs Assessment, version 3.2. This is the BHA's screening requirement for all participating JBBS programs.

“Licensed Addiction Counselor” (LAC), is a behavioral health clinician who can provide co-occurring services. Clinicians should hold a Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects from a regionally accredited institution of higher learning.

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

“Licensed Professional Counselor” (LPC) is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the

provisions of the state of Colorado.

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

“Memorandum of Understanding” (MOU), is an agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. Sheriff’s Offices participating in JBBS are required to have MOU’s in place with all JBBS subcontractors. Copies of these agreements must be provided to the BHA JBBS Program Managers.

“Partial Agonists” are opioids that activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist.

“Presentence Coordinator” provides screening, assessment and case management services to those in custody, with the primary focus being on individuals who have repeated arrests in a calendar year. This person should be meeting with individuals to address intervention needs, transition planning and resource navigation, and should work collaboratively with individuals, colleagues, community resources and partners to create unique and individual plans that best address each client’s needs.

“Regional Accountable Entity” (RAE) is responsible for building and supporting networks of providers, monitoring data and coordinating members’ physical and behavioral health care. JBBS staff are encouraged to work with the RAE in their regions.

“Subcontractor” is any entity the Contractor chooses to partner with in order to provide JBBS services.

PART ONE - GENERAL PROVISIONS

Article 1

General Administration

1.1.1 Overall Goal. The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served, along with reducing recidivism.

1.1.2 Program Administrator. The Contractor shall select a JBBS Program Administrator,

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

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

The Program Coordination Group shall:

- a. Oversee program implementation
- b. Make training recommendations
- c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work
- d. Ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected
- e. Resolve ongoing challenges to program effectiveness
- f. Inform agency leaders and other policymakers of program costs, developments, and progress
- g. Develop policies and procedures to ensure clinical staff have the resources and support required for service provision.

1.1.4 Subcontractors. The JBBS Program requires a subcontract or a MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for

requirements regarding the use of subcontractors.

1.1.5 Audits. Participation in regular audits may be Required by participants. Clinical and financial documentation shall be made available when requested for onsite or virtual review by the Behavioral Health Administration, in addition to the location(s) where post-release treatment services are being provided.

1.1.6 Recovery Support Services. JBBS encourages those involved in substance abuse and, or mental health treatment to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services including, but not limited to, clothes, transportation, food, emergency housing assistance, medical assistance, and/or basic hygiene items that will assist in stabilizing the individual in the community.

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

1.1.8 Medication Consistency. The Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by BHA in collaboration with HCPF in accordance with SB 17-019. The Psychotropic Medication Formulary is available to all jails and is updated annually in accordance with the P&T Committee through the Department of Healthcare Policy and Financing. This committee shall, among other things:

1. Review drugs or drug classes selected by the Department.
2. Consider drug safety and efficacy and other review criteria requested by the Department.
3. Make clinical recommendations on drugs or drug classes.
4. Perform any other act requested by the Department necessary for the development and maintenance of the Preferred Drug List as described in 10 C.C.R. 2505-10, Section 8.800.

5. Meet, at a minimum, quarterly at the discretion of the Department or the P&T Committee.

The psychotropic formulary drug classes shall be reviewed on an annual basis and all updates shall be reflected by March 15. The updated version of the formulary shall be available to county jails thereafter. Jails shall utilize the Psychotropic Medication Formulary as guidance for prescribing such medications to individuals in the carceral setting. As requested by BHA, Contractor shall provide a copy of any additional medication formularies utilized in the jail to ensure medication consistency. A copy of the BHA and HCPF formulary is available on the BHA Medication Consistency Page at <https://bha.colorado.gov/behavioral-health/medication-consistency>. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See Exhibit B, Budget and Rate Schedule for a list of covered medications.

- a. JBBS may use their discretion to consider paying for a client's psychotropic medication with approval from the assigned program manager with proof of program enrollment (ie; completed GAIN assessment).

1.1.9 Crisis Intervention is allowable for JBBS providers, while working in the jail during their shift to support therapeutic mental health interventions (including crisis services) as they occur. Crisis Intervention shall not interfere with current JBBS services actively being administered, but shall be utilized in the event an individual is experiencing a crisis.

Article 2

Confidentiality and HIPAA / 42 CFR Part Two

1.2.1 HIPAA Business Associate Addendum / Qualified Service Organization

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

1.2.2 Third Parties and Business Associate Addendum / Qualified Service Organization

Addendum. The Contractor shall require all third parties, including subcontractors or other partner agencies completing work pursuant to this contract, agree to the most recent CDHS

version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit D of this Contract. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum shall be required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies. Copies of all JBBS subcontracts must be provided to BHA within 30 days of the agreements being signed.

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

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

- a. Safeguards. The Contractor shall take appropriate administrative, technical, and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
- b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement. It is recommended that participating jails have a universal ROI for JBBS clients to sign to ensure appropriate continuity of care.

Article 3

Financial Provisions

1.3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. The rate schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, be reviewed by the JBBS program manager, and shall not exceed any detail in the budget in this regard. Documentation of all monthly expenses is required to be submitted along with the invoice each month.

1.3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices and supporting financial documents will be submitted to cdhs_BHApayment@state.co.us, by the 20th of the following month.

1.3.3 Procurement Card. Counties may consider the use of a procurement card to be used for expenses related to the JBBS program. The Contractor shall follow its county's internal guidance and policies for use of procurement cards.

1.3.4 Other Financial Provisions, including invoicing instructions are further defined in Exhibit C, Miscellaneous Provisions.

1.3.5 General Accounting Encumbrance: Payment to the Contractor shall be made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

1.3.6 Total payments requested for State Fiscal Year 2026 must be summarized and included in every invoice. Yearly invoice totals for the State Fiscal Year 2026 must not exceed \$16,748,929 across all Contractors. This funding is subject to State approval and may be subjected to adjustments.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1

Purpose and Target Population

2.1.1 Purpose. The purpose of the Jail Based Behavioral Health Services (JBBS) Program is to support County Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

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

Article 2

Activities and Services

2.2.1. Licensed Substance Use Disorder Treatment Requirements.

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

Article 3

Standards & Requirements

2.3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of

Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

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

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

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

Article 4

Data Reporting

2.4.1 Contractor shall be required to report client information into databases selected by the Behavioral Health Administration. For SFY26, BHA has elected to use Civicore, owned and operated by "NeonOne", and Chestnut Health Systems, Inc. ("Chestnut"), the sole provider of the GAIN (Global Appraisal of Individual Needs). Each agency's user agreements must be in place with BHA and, or each individual jail. BHA reserves the right to change the client information databases at its discretion. Any such change will be announced ahead of time and shall provide further instructions regarding usage and user agreements.

4.2.2 Data must reflect current enrollment of all program participants, along with the services provided, by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements shall be captured in the Civicore JBBS database, or other database as prescribed by BHA:

- a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed (including the GAIN 3.2 when required) and results thereof.

- b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- d. Number of individuals who successfully transition to community based services upon release.
- e. Program discharge outcomes and treatment status in the community after discharge.

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

2.4.4 The Contractor shall notify BHA of any staffing changes within 48 hours, as leaving an individual's database access shall be deactivated.

Article 5

Performance Measures

2.5.1 Performance Measures.

a. Transition Tracking Outcomes. The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. If the individual is still receiving services upon release, by way of JBBS funds, Contractor or subcontractor shall continue to track these individuals in Civicore until that individual is no longer enrolled in the program. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:

- i. Deceased - In the event of death of the individual post-release.
- ii. In Treatment - Individual is engaged in community based treatment services as recommended in the transition plan.
- iii. New Crime/Regressed - Individual returned to jail for violations or

committed a new crime.

iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.

v. Not in Treatment - Individual is reported by the community based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.

vi. Status Unknown - Individual cannot be located.

vii. Treatment Completed - Individual has completed treatment as recommended in the transition plan.

b. Recidivism. JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach is intended to result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:

i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.

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

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

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

Article 1

Purpose & Target Population

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

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

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

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

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

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

Article 2

Activities & Services

3.2.1 Services. Jails shall utilize evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

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

f. Complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment, and use the information obtained in this assessment to assist in the individual's treatment plan. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a minimum of every 90 days thereafter, to track progress. Other site-specific tools can be utilized in addition to the GAIN if this is a requirement of the Subcontractor's agency.

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

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

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

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

Article 3

Standards and Requirements

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

PART FOUR - PRE-SENTENCE REENTRY COORDINATOR SERVICES

Article 1

Purpose & Target Population

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

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

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

Article 2

Activities & Services

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

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

4.2.2 Service Provision.

- a. A report of high jail utilizers shall be run every five to seven days. Based on this list, JBBS staff shall review those who would not qualify for pre-sentence reentry coordination services. This may include, but is not limited to, the Department of Corrections holds, out of county warrants, and serious violent crimes.
- b. Once the list is reviewed, the PSC shall meet with those individuals to identify their needs. The Risk-Need Responsivity Simulation Tool shall be utilized as recommended by BHA.
https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf
- c. Based on the information gathered through this tool (and other information where applicable), the presentence coordinator shall create a discharge packet to be given to the individual upon their release.
- d. A discharge plan shall include, but is not limited to, referral or resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.
- e. If the individual wants their discharge plan shared with any of the referral community agencies, they shall be required to sign a release of information.
- f. If an individual is sentenced, the presentence coordinator shall assist them with appointments in the community prior to their release. This may include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment programs. If a client reports opiate use, they shall be referred to medical for the appropriate MAT services.
- g. Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

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

4.2.4 Data Entry. All discharge plans/notes shall be entered under the services tab as "Community Resources and Access". Any additional follow up shall be entered under the

services tab utilizing the drop down option that most closely represents what services are being provided.

PART FIVE - MEDICATION ASSISTED TREATMENT

Article 1

Purpose & Target Population

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

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

Article 2

Activities & Services

5.2.1 Provision of Medication-Assisted Treatment. Contractor shall hire MAT providers to support MAT programs in their facility. MAT treatment includes development and implementation of medication-assisted treatment, approval of prescribers by the United

States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services. The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, shall be given a choice concerning what medication is prescribed, based on the facility's medication formulary. The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information. Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy shall be provided to the BHA by June 15.
- b. Identify program appropriate individuals via evidence based screening.
- c. Link persons with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

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

- a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.

- c. DEA licensing services.
- d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
- e. Facility and equipment upgrades related to MAT, per JBBS program manager approval.
- f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.
- g. Technical assistance.
- h. Training services for jail staff as it relates to MAT.
- i. Consultation services for jail staff and community providers as it relates to MAT.
- j. Advertising, marketing or public relation services regarding MAT services.
- k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
- l. Translation services for those receiving MAT services when needed.
- m. Delivery of MAT medications.
- n. Community re-entry services as related to MAT services.

Article 3

Standards and Requirements

5.3.1 Program Policies and Plans.

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

from a settlement or damage award from opiate-related litigation to support jails in complying with the requirements of this section.

5.3.2 License Requirements.

a. Providers licensed as an Opioid Treatment Program (OTP) shall adhere to various elements and sections of 2 CCR 502-1 Behavioral Health Rules including but not limited to 21.320 Opioid Treatment Programs (OTP) and 21.300 Licensing of Substance Use Disorder Programs Using Controlled Substances.

b. All BHA-licensed agencies (including OTPs) storing and dispensing from stock controlled substances for the purpose of treating a substance use disorder or withdrawal from a substances use disorder shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

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

PART SIX - JBBS PROGRAM DELIVERABLES

Article 1

6.1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor shall design a work plan based on the five criteria listed below. The Annual Work Plan shall specify the following information for each service in which the Contractor shall participate in. See JBBS Work Plan Template at the end of this document.

b. Quarterly Survey. The Contractor shall submit to the State responses to the JBBS Quarterly Survey. The survey shall be sent to the Contractor on or around the 15th of the month, following the end of the previous quarter. Responses shall be due to the state one month after receipt of the survey. The first quarter shall be July, August, and September. The second quarter shall be October, November, and December. The

third quarter shall be January, February, and March. The fourth quarter shall be April, May, and June.

c. JBBS Database Reporting.

- i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: <https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

d. Data Entry shall include:

- i. Basic individual demographic and working diagnosis information.
- ii. Booking date (date that the individual was booked into jail).
- iii. Screening date.
- iv. Client eligibility for JBBS services.
- v. Whether or not the client declined JBBS services.
- vi. Whether or not the client was released from the facility before being admitted to JBBS.
- vii. Admission date (date the individual was formally admitted to the program or when they began receiving JBBS services).
- viii. Whether or not the client was enrolled in JBBS in another facility and, if so, which facility, the reason for re-arrest, and the contributing factor for re-arrest.
- ix. Whether or not the client was discharged from JBBS services.
- x. Whether or not the client was released from jail.
- xi. Discharge date. BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- xii. Discharge type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). If it is an unsuccessful discharge, the reason for the unsuccessful discharge.
- xiii. Primary diagnosis and secondary diagnosis (if applicable).
- xiv. Screening results: whether or not GAIN 3.2 was completed, TBI screening, and if the client has ever been diagnosed with a traumatic brain injury.

xv. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

xvi. Individual-level services provided (date of service, type of service, duration of service, and any additional information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).

xvii. Date, duration, and participants who attended for treatment or case management group sessions.

xviii: The contractor shall utilize the *Health Information Exchange* platform (if available in the jail) that serves to provide an additional relevant source of longitudinal health data that can inform & support better treatment options, coordination of care and a better understanding of the whole health of each individual so they can provide the safest and most effective treatment recommendations.

e. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

i. Encounters are due by the last business day of each month for all services provided during the previous month.

ii. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.

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

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

g. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client is documented and shared with the Behavioral Health Administration via an

encrypted email to cdhs_jbbs@state.co.us, within 24 hours of the time the incident occurs. The Contractor shall include this reporting requirement in all subcontractor agreements. The contractor shall submit all critical incidents utilizing the Critical Incident Form Template:

[Critical Incident Form Template](#)

- h. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of all subcontracts between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract shall be evaluated to ensure it is in compliance with the requirements outlined in this contract. .
- i. Site Visits. The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.
- j. Monthly Contract Monitoring Tool (MCMT). The MCMT shall be sent to the Contractor on or around the 1st of the month. The Contractor shall submit a completed contract monitoring tool no later than the 20th of the month with the prior month's information.
- k. Plan of Action. Contractors who do not meet the required deliverables , for which they have been provided funding, may be asked to submit a plan of action to improve program performance.
- l. Monthly BHA Invoice. Invoices shall be submitted to cdhs_bhpayment@state.co.us by the 20th of the following month. One month's expenses are allowed per invoice. Supporting financial documentation shall be required to be submitted along with the invoice (e.g. Amazon receipts, payroll documentation, evidence of JBBS enrollment if paying for mental health medications, WalMart receipts, subcontractor invoices, MAT delivery documentation, etc.).
- m. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), the Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding may result in reduction in the current year budget.
- n. Behavioral Health Screenings:
 - i. JBBS staff are required to complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment. If using a paper version of the assessment, results of that

assessment need to be entered into the Chestnut Health Systems website within 15 calendar days of completion of the assessment.

6.1.2 Additional Deliverables Related to Medication-Assisted Treatment

- a. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA with the most current policy for their intended MAT service delivery method, via email to cdhs_jbbs@state.co.us by June 15.
- b. Work Plan. Contractors with ongoing MAT programs shall submit the work plan by June 15 annually for the upcoming state fiscal year (beginning July 1).
- c. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields. Data shall be entered in the JBBS (Civicore) database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.
- d. Medication Compliance. The Contractor shall report to BHA the number of individuals who have engaged in MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings.

Table 1

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

Program	Deliverable	Due Date	Responsible Party	Deliver to
All	Send BHA copies of all proposed subcontracts	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us

All	Provide work plan	June 15, 2025	Contractor	cdhs_jbbs@state.co.us
All	Submit BHA invoice & supporting financial documents	By the 20th of the following month	Contractor	cdhs_bhpayment@state.co.us
All	Submit monthly contract monitoring tool	By the 20th of the following month	Contractor	Completed via Google form
All	Report critical incidents	Within 24 hours of incident	Contractor	cdhs_jbbs@state.co.us
All	Provide JBBS quarterly survey	Ongoing, Responses will be due to the state one month after receipt of the survey.	Contractor	Completed via Google form
All	Site Visits	Ongoing / As Needed	BHA	Locations TBD
All	Program specific data	Ongoing	Contractor or designated subcontractor	Civcore database & GAIN 3.2 Assessment

All	Workgroup attendance	Ongoing	Contractor, subcontractors, clinicians	Virtual formats - invites will be provided by JBBS program managers
MAT	Provide jail MAT program policies and procedures	June 15, 2025	Contractor	cdhs_jbbs@state.co.us

JBBS Work Plan Template

1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be July 1, 2025 - June 30, 2026

2. Put Your Work Plan Into Context

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

iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

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

- i. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
- ii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
- iii. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
- iv. What security protocol and reporting requirements are expected from the treatment provider?
- v. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
- vi. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
- vii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. Define and Coordinate Your Resources:

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

upon their release from custody.

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

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

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

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



COLORADO
Behavioral Health
Administration

EXHIBIT B-5, FY26 BUDGET AND RATE SCHEDULE

BHA Program	JBBS
--------------------	------

Agency Name	Gunnison County
Budget Period	July 1, 2025 - June 30, 2026
Project Name	Jail Based Behavioral Services

Program Contact, Title	Adam Murie, Sheriff
Phone	970-641-7657
Email	amurdie@gunnisoncounty.org
Fiscal Contract, Title	Jody Wise, Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	3/25/2025

SERVICE CATEGORIES		
General Accounting Encumbrance	Funding Source	Total
JBBS Substance Use Disorder Treatment Services Statewide	State Reappropriated Fund	\$9,000,000
JBBS Mental Health Treatment Services Statewide	State General Fund	\$7,241,451

The amounts above are the total funding available statewide in the General Accounting Encumbrance. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

JBBS RATE SCHEDULE

Statewide Maximum Salaries (BHA will reimburse salaries up to the state maximum)

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

Licensed Professional Counselor (LPC)	\$74,140/year
Licensed Clinical Social Worker (LCSW)	\$99,009/year
Licensed Addiction Counselor (LAC)	\$61,394 /year
Certified Addiction Specialist (CAS)	\$55,729/year
Certified Addiction Technician (CAT)	\$42,240/year
Case Manager	\$50,203/year
Presentence Coordinator	\$60,850/year
JBBS Program Administrator (full time position)	\$92,000/year
JBBS Program Administrator (hourly)	\$44.00/hour
Data Entry Clerk	\$41,760/year
Peer Support Specialist	\$43,136/year
Qualified Medication Administration Professional (QMAP)	\$15.97/hour
* Physician Assistant (PA)	\$60.77/hour
* Registered Nurse	\$42.83/hour

***These positions must directly benefit JBBS program participants and should be billed hourly**

Travel	
Mileage reimbursement rate	\$0.70/mile

Operating Expenses	
Maximum total percentage of contract budget	15%

Indirect Expenses	
Maximum total percentage of contract budget	15%

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

RECOVERY SUPPORT SERVICES	
Allowable Services	Additional Notes
Fees for ID cards and/or Birth Certificates	1 birth certificate and/or 1 ID card per client
Indigent Backpacks	1 per client
Hygiene Items	dependent upon need
Bicycles	May be provided if client is engaged in treatment services for 2 + months post
Bus Pass – Daily, Monthly	dependent upon need
Child Care	1 month limit per client, per child
Clothing	dependent upon need
Cold Weather Gear (tents, coats, blankets)	dependent upon need
Educational Costs (books, supplies, and fees)	dependent upon need

Emergency Housing/Rental Assistance	90 day limit per person
Eyewear assistance	Limit of \$400 per person (glasses OR contact lens)
Food Assistance	dependent upon need
GED Program / Testing	\$174 per client
Hearing assistance	Limit of \$2000/device
Job Placement Training	dependent upon need
Life Skills Training	dependent upon need
Medical Assistance – copays / infectious disease testing/ UA's / BA's	Limit of \$250.00 per person
Medications	30 day limit
Personal Care (haircuts, eyewear, hearing aids, assistive devices)	dependent upon need
Phone Cards	Limit of \$25.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the
Printed Resources	dependent upon need
Transportation Assistance (Uber, Lyft)	Limit of \$50 per person
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
Utility Assistance	1 month limit per client
MEDICATIONS	
Medication reimbursement based on a) provider's established rate, b) jail purchase agreement rate, or c) in the absence of an established rate or jail purchase agreement rate	
Jails are encouraged to seek bulk purchasing opportunities for medications	
All psychiatric medications must be approved by the BHA and proof of JBBS enrollment must be submitted along with monthly invoice	
MAT medications	Maximum Allowable Reimbursement Rate
Methadone	\$126/week
Naltrexone (Vivitrol) injectable- 380mg	\$1700/injection
8 mg/0.16 mL Brixadi subcutaneous solution, ER	\$456/injection
16mg/0.32mL Brixadi subcutaneous solution, ER	\$490/injection
24 mg/0.48mL Brixadi subcutaneous solution, ER	\$948/injection
32 mg/0.64 mL Brixadi subcutaneous solution, ER	\$711/injection
64 mg / 0.18mL Brixadi subcutaneous solution, ER	\$1,793/injection
96 mg / 0.27mL Brixadi subcutaneous solution, ER	\$1,793/injection
128 mg / 0.36mL Brixadi subcutaneous solution, ER	\$1,793/injection
Sublocade (Buprenorphine ER) injectable	\$2,000/injection
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$179/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$90/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$90/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$55/30 film
Buprenorphine/naloxone sublingual tablet - 2mg-0.5mg	\$63/30 tablets
Buprenorphine/naloxone sublingual tablet - 8mg-2mg	\$105/30 tablets
Overdose Reversal Medications	
Narcan (4mg)	\$45/ spray
Kloxxado (8mg/0.1mL)	\$140 / 2 spray
Opvee (2.7mg/0.1mL)	\$112 / 2 spray
Other Allowable Expenses (including but not limited to):	
DEA Licensing services	
Staff Training	
Consulting services as it relates to MAT	
Medicaid Enrollment Assistance	
Test fees for licenses	
Translation services	
Delivery of MAT medications to the facility	
Telecommunication services	

Revised 3/19/25



STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 23 IBEH 174456	eClearance#: 2203731
State Agency Colorado Department of Human Services Behavioral Health Administration	Contractor Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2023 \$155,200.00 Extension Terms Maximum Amount for All Fiscal Years \$155,200.00	Contract Performance Beginning Date The later of the Effective Date or July 1, 2022 Initial Contract Expiration Date June 30, 2023 Except as stated in §2D , the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Fund	Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes



<p>Insurance Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10:</p> <p>Worker’s Compensation: Yes General Liability: Yes Automobile Liability: Yes Protected Information: Yes Professional Liability Insurance: Yes Cyber/Net. Security-Privacy Liability Insurance: No Crime Insurance: No</p>	<p>Miscellaneous Authority to enter into this Contract exists in: C.R.S. § 27-80-106. Law-Specified Vendor Statute (if any): NA Procurement Method: Exempt Solicitation Number (if any): NA</p>
<p>State Representative</p> <p>Summer Gathercole Behavioral Health Administration 3824 West Princeton Circle Denver, CO 80236 303-866-2354 / summer.gathercole@state.co.us</p>	<p>Contractor Representative</p> <p>Adam Murdie, Under Sheriff Gunnison County Sheriff 9200 E. Virginia Ave. Gunnison, CO 81230 970-641-7657 / amurdie@gunnisoncounty.org</p>

<p>Exhibits The following Exhibits are attached and incorporated into this Contract:</p> <p>Exhibit A - Statement of Work Exhibit B - Budget Exhibit C - Miscellaneous Provisions Exhibit D - HIPAA BAA/QSOA</p>
<p>Contract Purpose In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.</p>

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR

Gunnison County Colorado for the use and benefit of
Gunnison County Sheriff's Office

By: Johnathan Houck, County Commissioner

Date: 5-3-2022

2nd State or Contractor Signature if Needed

By: Name & Title of Person Signing for Signatory

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor
Department of Human Services
Michelle Barnes, Executive Director

DocuSigned by:
Morgan Medlock
E06A8D3A58D9438

By: Morgan Medlock
Commissioner, BHA

Date: 6/1/2022

LEGAL REVIEW

Philip J. Weiser, Attorney General

By: _____
Assistant Attorney General

Date: _____

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

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

DocuSigned by:
Toni Williamson
D2A31DEB619C416...
By: _____
Andrea Eurich / Janet Miks/Toni Williamson

Effective Date: 6/2/2022

-- Signature and Cover Pages End --



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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for



this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

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

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension” or “Holdover”), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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



i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.



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

E. “Contract” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

F. “Contract Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. “End of Term Extension” means the time period defined in §2.D.

I. “Effective Date” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. “Exhibits” means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. “Extension Term” means the time period defined in §2.C.

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

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



to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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

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

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

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

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

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

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



(iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

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

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

Z. “Work” means the Goods delivered and Services performed pursuant to this Contract.

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

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

4. STATEMENT OF WORK

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



5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

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

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

ii. Interest

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



iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

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



6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper



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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this



Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative, and (v) the federal 42 Part2 for all substance use disorder information and the HIPAA Business Associate\Qualified Service Organization Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident,



Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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



C. Disclosure to the State

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

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

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

C. Automobile Liability

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



D. Protected Information

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

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

ii. \$2,000,000 general aggregate.

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

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

E. Professional Liability Insurance

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

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

ii. \$1,000,000 general aggregate.

F. Crime Insurance

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

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

ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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



ii. \$2,000,000 general aggregate.

H. Additional Insured

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

I. Primacy of Coverage

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

J. Cancellation

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

K. Subrogation Waiver

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

L. Public Entities

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

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the



State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State,



Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.



c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

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

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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



Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon,



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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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



17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References



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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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



K. Order of Precedence

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

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

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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



exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

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



ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

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

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

ii. Accessibility

Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

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

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

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



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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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



F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq.,



C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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

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



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

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

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

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

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.



ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

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

E. Criminal Background Check

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

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

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

REST OF PAGE INTENTIONALLY LEFT BLANK



SAMPLE OPTION LETTER (IF APPLICABLE)

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

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

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

D. For use with Option 1(E): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">INSERT-Name of Agency or IHE</p> <p style="text-align: center;">INSERT-Name & Title of Head of Agency or IHE</p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u></p> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p style="text-align: center;">Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u></p> <p style="text-align: center;">Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="text-align: center;">Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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Exhibit A - Statement of Work

Jail Based Behavioral Health Services

Definitions and Acronyms

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

“Behavioral Health Administration (BHA) designated inpatient restoration facility” means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

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

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

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

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

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

“Competency Enhancement Program - CEP” means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

“Competency Evaluator” is a licensed physician who is a psychiatrist or licensed psychologist, each of whom is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a

psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

“Court-Ordered Competency Evaluation” means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

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

“Forensic Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

“Forensic Support Team” means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

“High Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

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

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

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

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

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

“**Low Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a Behavioral Health Administration (BHA) designated inpatient facility.

“**Moderate Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

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

“**Program Level of Care Type**” means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

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

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

Exhibits

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

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

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

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

PART ONE - GENERAL PROVISIONS

Article 1 General Administration

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

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

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

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

- a.** Oversee program implementation.
- b.** Make training recommendations.
- c.** Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
- d.** Resolve ongoing challenges to program effectiveness.
- e.** Inform agency leaders and other policymakers of program costs, developments, and progress.
- f.** Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.

g. For JBBS Programs serving a catchment of counties, a sheriff's department representative from each county is required to participate in the JBBS Program Coordination Group.

h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

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

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

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

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

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

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

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

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

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

- a.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS

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

Article 2

Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum.

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

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

- a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.
- b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

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

- a. **Safeguards.** The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
- b. **Confidentiality.** The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or

Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

Article 3 Financial Provisions

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

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

3.3 General Accounting Encumbrances (GAE). Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

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

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

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

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

Article 4

Advance Payment for Jails with Financial Need

4.1. Purpose. Some county jails are not financially able to support the traditional cost reimbursement structure of this Contract. To increase accessibility to JBBS funding, BHA has established the following advance payment structure for JBBS services, available to jails that demonstrate financial need and agree to the additional financial monitoring provisions included in this section.

4.2 Participation. Contractor's participation in this program will be noted in Exhibit B - Budget.

4.3 Application.

- a. Contractors requesting an advance payment model must submit an application to BHA by February 15¹, to cdhs_jbbs@state.co.us. The application must include:
 - i. Statement of Financial Need (template provided by BHA), signed by its financial representative.
 - ii. Written plan for compliance with the Advance Payment Fund Controls described in this Article 4; and
 - iii. Projected cost reimbursement budget for the upcoming year on the template provided by BHA.
- b. Contractors that were previously approved for an advance payment model will reapply using the BHA Advance Payment Reapplication template letter, available from BHA Program Managers, due to cdhs_jbbs@state.co.us by February 15 annually.
- c. BHA will notify Contractor of BHA's final decision to grant or deny the request for the advance payment model by March 15.²
- d. Approved Jails will be paid under the advance payment model upon execution of Contractor's contract for the following state fiscal year, provided that the contract is renewed.

4.4 Advance Payment Fund Controls

- a. Contractor shall maintain a separate fund or account for the funds from this Contract, which is not commingled with other accounts or funds.
 - i. Contractor shall describe the type of account, purpose, authorized balance, custodian, and the fund in which the cash is reported within five business days of the opening or designation of this account.
 - ii. No receipts may be deposited to the fund other than approved replenishments and increases to the authorized balance as described above.
- b. Contractor shall submit its balance sheet and ongoing cash report against the advance payment to BHA at cdhs_bhpayment@state.co.us after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.

¹ Note: applications for Fiscal Year 2022 may be approved on a different timeline.

² Note: applications for Fiscal Year 2022 may be approved on a different timeline.

- c. Advance Funds are public funds and shall never be used for personal cash advances; check cashing services to anyone, including to employees; loans; or unrelated expenditures.

4.5 Payment Procedure.

- a. BHA shall prepare an initial invoice in the amount of two months of contract services in the amount of 2/12ths of the approved budget submitted by Contractor as part of its application and submit to Contractor for signature by June 15 annually.
 - i. BHA will make this initial payment to Contractor by July 7 annually.
- b. Beginning with July's expenses, Contractor shall submit regular cost reimbursement invoices based on actual spending in accordance with the Payment Terms in Exhibit C, Section V.C.
- c. The revolving account balance may be adjusted based upon the results of quarterly reconciliations.
- d. Medication Assisted Treatment services described in Part IV Article I will not be paid in advance. MAT services will be paid from the established General Accounting Encumbrance according to the terms of Part IV Article III.

4.6 Reconciliation

- a. Process
 - i. Jail submits required documentation from the county accounting system, due to cdhs_ibbs@state.co.us by the 20th of the month following the end of the quarter:
 - 1. Revenues and expenses for this program.
 - 2. Cash reconciliation for this specific cash account, including Deposits and disbursements. Actual bank statements may be an appropriate attachment for confirmation of expenses.
 - ii. BHA performs reconciliation to actual expenses as indicated
 - iii. Payment adjustments may be made based on the reconciliation.
 - iv. Invoiced amounts for the last quarter of the year should be applied against the remaining balance in the cash fund, to prevent the need for repayment of funds to BHA.
 - v. Any funds remaining in the cash fund in excess of the actual invoiced amount for the full year must be returned to BHA by September 10th for the prior fiscal year.
- b. Schedule
 - i. In the first month of Quarter 2 (October), reconcile BHA payments from July 1 through September 30 to actual expenses utilizing the Jail's detailed expenditures from July 1 through September 30, while maintaining up to two month's projected expenses for services in the upcoming months.
 - ii. In the first month of Quarter 3 (January), reconcile BHA payments from October 1 through December 31 to actual expenses utilizing the Jail's detailed expenditures from October 1 through December 31, while maintaining up to two month's projected expenses for services in the upcoming months.
 - iii. In the first month of Quarter 4 (April), reconcile BHA payments from January 1 through March 30 to actual expenses utilizing the Jail's detailed expenditures

from January 1 through March 30, while maintaining up to two month's projected expenses for services in the upcoming months.

- iv. A final fiscal year end reconciliation of BHA payments from April 1 - June 30 will occur in July, at which time funds may be payable to the State. A new revolving fund balance for the new fiscal year will be established to meet jail cash flow needs.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1

Purpose and Target Population

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

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

Article 2

Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

- d.** Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.
- i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.
- e.** Each individual's treatment / transition plan shall incorporate:
- i. Summary of the continuum of services offered to individuals based on evidence-based curricula.
 - ii. Frequency and duration of services offered.
 - iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
 - iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).
 - v. The individual's natural communities, family support, and pro-social support.
 - vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.
 - vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

Article 3 Standards & Requirements

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

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

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

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

Article 4 Data Reporting

4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA.

Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or another database as prescribed by BHA:

- a.** A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed and results thereof.
- b.** Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c.** For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
- d.** The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see **Exhibit B** for allowable medications.
- e.** Number of individuals who successfully transition to community-based services upon release.
- f.** Program discharge outcomes and treatment status in the community after discharge.

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

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

Article 5 Performance Measures

5.1 Performance Measures:

- a. Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual’s treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor’s Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
 - i. Deceased – In the event of death of the individual post-release.
 - ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.
 - iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.

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

**Article 6
Deliverables**

6.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

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

**Article 1
Purpose & Target Population**

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

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

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

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

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

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

Article 2 Activities & Services

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

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

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

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

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

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

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

Article 3 Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory

Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

Article 4 Deliverables

4.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART FOUR - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)

Article 1 Purpose & Target Population

1.1 Purpose. Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

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

Article 2 Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractors engaging 19-008 funding shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued. See Part Seven, Article 1.5 for more details on how this needs to be submitted.
- b. Identify program appropriate individuals via screening.
- c. Link persons with SUD with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.

2.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

- a. Fee for service agreements with contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.
- c. Jail payroll expenses for interventions, medical staff, and medications.
- d. Facility and equipment upgrades related to MAT.
- e. Training and staff development for MAT Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.

Article 3 Standards and Requirements

3.1 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3.2 Program Policies and Plans.

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

3.3 License Requirements.

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

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

3.5 Tiered MAT Funding.

- a. Contractors will be provided with funding for MAT services based on the following tiered system created by BHA:

TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over \$5,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 2. This is the middle tier for established programs, but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional \$10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over \$35,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be \$150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers upon release.

b. MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year but can move up or down depending on proved eligibility and need.

Article 4 Deliverables

4.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART FIVE - JBBS PROGRAM DELIVERABLES

Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL:

<https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

- a. Basic individual demographic and working diagnosis information.
- b. Booking date (date that the individual was booked into jail).
- c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
- d. Admission date (date that individual began receiving JBBS services).
- e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
- f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
- g. Date, duration, and participants who attended for treatment or case management group sessions.
- h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

iii. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

- a. Encounters are due by the last business day of each month for all services provided during the previous month.
- b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
- c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services.

See the latest version of the Finance & Data Protocol - Protocol #1 Special Studies Codes and Eligibility for more details.

d. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the

meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

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

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

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

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

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

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

j. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhpayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

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

l. Behavioral Health Screenings:

- i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories:
Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain

Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals.

ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

1.2 Additional Deliverables Related to Mental Health Expansion (SB 18-250)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).

ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

1.4 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database).

1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT

program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

d. Start-Up Plans. In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to cdhs_jbbs@state.co.us by August 1 annually.

e. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of its tier's soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

f. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 7, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civcore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

Table 1

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

Exhibit A

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	BHAH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_bhpayment@state.co.us
All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_bha_ci@state.co.us
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 7, Article 1, Section 1.1, Subsection	Ongoing, by the 20th of each month for all	Contractor	JBBS Program Manager

Exhibit A

		h, above	services provided during the previous month		
Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 7, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 7, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JMAT (SB 19-008)	Organizational structure	Part 7, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 7, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 7, Article 1, Section 1.5,	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

		Subsection c, above			
JMAT (SB 19-008)	Start-Up Plans	Part 7, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 7, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Data Entry Specific to JMATA (SB 19-008)	Part 7, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services

JBBS Work Plan

1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be June 30, 2022 - July 1, 2023

2. Put Your Work Plan into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc....

- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc....
 - iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.
3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:
- i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
 - ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
 - iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
 - iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
 - v. What security protocol and reporting requirements are expected from the treatment provider?
 - vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
 - vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence-based curricula?
 - viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.
4. **Define and Coordinate Your Resources:**
- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
 - ii. Describe how you plan to link offenders with community services upon their release from custody.
5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?
- i. Examine if there are any barriers to treatment within the jail? Within the community?

ii. If so, it is possible to address these and, if so, how do you plan to do that?

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

i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.



COLORADO
Office of Behavioral Health
Department of Human Services

EXHIBIT B, FY23 ANNUAL BUDGET

BHA Program	JBBS
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Agency Name	Gunnison County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	JBBS

Program Contact, Title	Adam Murdie, Undersheriff
Phone	970-641-7657
Email	amurdie@gunnisoncounty.org
Fiscal Contract, Title	Jody Wisem, Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	March 22, 2022

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	77,600.00
Mental Health Treatment	State General Fund	77,600.00
Total Contract		155,200.00

General Accounting Encumbrance - Medication Assisted Treatment	
MAT Services	GAE Total
	1,483,700.00

GAE total for all Contractors is \$1,483,700. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$61,800/year
Case Manager (CM) *	\$56,650/year
Certified Addiction Technician (CAT)	\$43,260/year
Physician Assistance (PA) *	\$123,600/year
MD/DO *	\$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$100,522/year
Pre-sentence Coordinator *	\$70,00/year
Pharmacist (Pharm-D)	\$131,933/year
Registered Nurse *	\$74,160/year
Data Entry Clerk	\$41,200/year
Peer Support Specialist	\$35,000/year
Qualified Medication Administration Person (QMAP)	\$15.50/hour
*BHA will reimburse salaries up to the state maximum	
*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA	
Travel	
Mileage (IRS rate)	\$0.59/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	

Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client

* BHA may consider other expenses pending justification from jails and written pre-approval by BHA

MEDICATIONS

Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.

Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at <https://www.colorado.gov/hcpf/pharmacy> resources

Medication	Rate
Methadone	\$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: \$85. Monthly Prescriber Rate: \$150
Depot-naltrexone (injectable) (Vivitrol)	\$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	\$41/month
Buprenorphine (pregnancy) - 2mg	\$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$80/month
Naloxone (Narcan)	Unit Cost: \$75. Prescriber Rate: \$35
Suboxone and generics	\$5.55 / unit @30 days = \$166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	\$41/month
Buprenorphine - 2mg	\$31/month
Sublocade (injectable)	\$1,376/unit; 380mg injection (extended release) per month

Revised 02_23_2022

Exhibit C Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

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

B. Marketing and Communications

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

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

C. Option Letter

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost-of-living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at

the same rates and terms as described in this Contract.

D. Start-up Costs

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

E. Immediate Notification of Closures / Reductions in Force

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

F. Contract Contact Procedure

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

G. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will serve as an amendment to the contract for the timeframe identified and agreed to by BHA and the Contractor.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

- a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
- b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

H. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
 2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
 3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_bhadeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>
- I. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such

treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
 - 1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA cdhs_bhadeliverables@state.co.us.
 - 2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.
- B. Any subcontract for services must include, at a minimum, the following:
 - 3. A description of each partner's participation
 - 4. Responsibilities to the program (policy and/or operational)
 - 5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, BHA cdhs_bhadeliverables@state.co.us within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Additional Remedies

- A. Duty to Act in Good Faith
The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.
- B. Corrective Action
The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance

with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

IV. Audit Requirements

A. Independent Audit Requirements

6. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.
7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Behavioral Health Administration (BHA), found on the BHA website.
8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the

Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), the provisions for which are outlined in **n/a**.

V. Financial Requirements

A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA.
3. All payment requests shall be submitted electronically to cdhs_bhayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to cdhs_bhayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.



EXHIBIT D

HIPAA BUSINESS ASSOCIATE / 42 PART 2

QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

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

2. DEFINITIONS

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

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

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103 and, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

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

e. Impermissible Uses and Disclosures.

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

f. Business Associate's Subcontractors.

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

- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- i. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- k. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

m. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

n. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

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

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- s. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

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

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
 - ii. The Associate:
 - A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program (“Program”) and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

- B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information (“PHI”) and references to PHI shall be understood to include protected information.
 - C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
 - D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R. Part 2.
 - E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
 - F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.
- i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Joint Provider Agreement; Colorado Medical Society

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Grasp Consortium would like to partner with the Colorado Medical Society to host a CME (Continuing Medical Education) dinner on April 23rd that focuses on pain and medication management. Signing the Joint Provider Agreement is a required part of this process. Attached is the Joint

Fiscal Impact:

Submitted by: Kyle Tibbett

Submitter's Email Address: ktibbett@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



Colorado Medical Society Joint Provider Agreement

This document confirms that **Gunnison County** is entering into a Joint Provider relationship with Colorado Medical Society (CMS) to develop the CME activity titled, **GRASP: Managing Opioid Use Disorder and Substance Use Disorder**, scheduled for **Wednesday, April 23, 2025**.

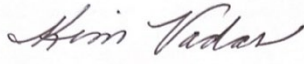
The joint provider agrees to:

- Contact CMS before substantial planning has taken place to determine CME activity eligibility
- Discuss all potential aspects of commercial support and or commercial promotion with CMS prior to submission of the CME planning document
- Submit planning document for *AMA PRA Category 1 Credit™* review by the agreed upon deadline, **Tuesday, March 25, 2025**.
- Submit all sources of funding such as tuition, foundation grants/donations, government grants, private donations, etc. If commercial support is anticipated submit proposed and final budgets including estimated income and expenses.
- Work with CMS to develop and implement methods to collect outcome data to document changes to learner's competence, performance, or patient outcomes
- Provide contact information for everyone in control of the content of activity (including planners, speakers, content reviewers, RSS key participants) so financial disclosure forms can be collected
- Submit all activity announcements/flyers/brochures for review and approval by CMS prior to distribution. **The activity may not be advertised prior to designation of AMA PRA Category 1 Credit™**
- Pay the CMS Component Society fee of **\$3,000.00** for CME certification services upon receipt of invoice (Terms are Net-30), which will be sent prior to the start of the certified CME activity.

Reimburse CMS for travel expenses incurred for CMS staff to attend accredited CME activities.

- Comply with all accreditation requirements including ACCME Accreditation Criteria, Standards for Integrity and Independence in Accredited Continuing Education, ACCME Policies, and American Medical Association Physician's Recognition Award and credit system requirements
- Certified CME activities will be managed through the Electronic Education Documentation System™ (eeds™); access may be given to the joint provider. Exceptions must be agreed upon by CMS and the joint provider during the planning process.

Your signature, on behalf of your organization, is your agreement with the above provisions.

Gunnison County		Colorado Medical Society	
Board of County Commissioners Chairperson		CMS CME Representative (print name)	
Laura Puckett Daniels		Kim Vadas, MABMH, CHCP, FACEHP	
Please add Signature	Date	Signature	Date
			04/05/2025

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Professional Services Agreement - MGT Impact Solutions

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 4/3/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/3/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/3/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

**AMENDMENT NO. 2
DATED MARCH 10, 2025
TO THE
PROFESSIONAL SERVICES AGREEMENT
DATED MARCH 7, 2023**

This **AMENDMENT NO. 2** (“Amendment”), made as of March 10, 2025, (“Amendment Effective Date”), is entered into by and between the **Board of County Commissioners of the County of Gunnison, Colorado** (“Client”), and **MGT Impact Solutions, LLC, formerly known as MGT of America Consulting, LLC**, (“MGT”), and amends Professional Services Agreement (“Agreement”), dated March 7, 2023. Upon the execution of this Amendment, the terms of this Amendment are incorporated into the Agreement in their entirety by this reference.

WHEREAS, the parties entered into the Agreement whereby MGT would perform services for a term beginning on March 7, 2023 through December 31, 2023 for the preparation of the Fiscal Year 2022 Cost Allocation Plan. If necessary, the Agreement could be amended at the mutual agreement of both parties by the execution of a written Amendment, to be attached and incorporated therein.

WHEREAS, the parties entered into Amendment No. 1 dated February 9, 2024, which extended the term of the contract to October 31, 2024 for the preparation of the FY 2023 Cost Allocation Plan.

WHEREAS, the parties now wish to amend the Agreement to reflect an extension of the term for the preparation of the FY 2024 Cost Allocation Plan (“Services”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

The Agreement shall be extended and shall terminate on October 31, 2025, unless terminated or extended as permitted in the Agreement. For its work under this Amendment, MGT shall be paid a fixed fee of:

\$6,150.00 for the FY 2024 Cost Allocation Plan

All other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict between any term of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.


[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the Effective Date, whereupon this Amendment shall become effective as of such Effective Date.

MGT IMPACT SOLUTIONS, LLC

By: 
Name: A. Trey Traviesa
Title: CEO
Date: 4/7/2025

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

By: 
Name: Matthew Birnie
Title: County Manager
Date: 4/4/25

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 7th day of March 2023, 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 MGT of America Consulting, LLC, whose address is 8200 S. Quebec, Suite A3 #184, Centennial, CO 80112 (“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 set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Healthy Communities 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 five thousand seven

hundred fifty and No/100 U. S. Dollars (\$5,750) (“Compensation”). Payment shall be made by Gunnison County to Contractor within thirty (30) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days’ written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

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

Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C.

1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Contractor: MGT of America Consulting, LLC
Attn: Michelle Garrett
4320 West Kennedy Blvd.
Tampa, FL 33609
EIN: 81-0890071

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

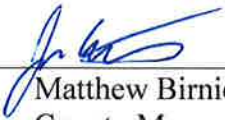
If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.


To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO


By:  John Cattles / Acting County Manager
Matthew Birnie
County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By: 
Patrick J. Dyer, VP of Financial Services

APPENDIX “A”

SCOPE OF SERVICES

The County will receive from MGT consultants the following services:

Project Deliverables
1. A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2. A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3. Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
4. Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
5. Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
6. Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Service Order; 20250403-220820661; Visionary Broad

Action Requested: County Manager Signature

Parties to the Agreement: Visionary Broadband

Term Begins:

Term Ends:

Grant Contract #:

Summary:

bulk broadband internet agreement including cabling and installation. 5-year agreement.

Fiscal Impact: 1,497/ month

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

This is a five-year contract, early termination may result in charge for remainder of term. Otehrwise, legally sufficient. SO 4/4/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 4/4/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



Mountain View Apartments - Gunnison 317 North Spruce St Gunnison CO (copy)

Matthew Birnie

County Manager
mbernie@gunnisoncounty.org
970-641-0248

Visionary Broadband

1001 S Douglas HWY,
Gillette, WY 82716
United States

Service Order Number: 20250403-220820661

Prepared by: Mike Nittler

mnittler@visionarybroadband.com

Service Order created: April 3, 2025

Total **\$1,497.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
Business Visionary Fiber PON Gig/Gig	30	\$1,497.00 / month for 5 years
Managed NID for Business	30	\$0.00 / month for 5 years
SUMMARY		
Monthly subtotal		\$1,497.00

Total (not including taxes and fees)	\$1,497.00
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Service Addresses

317 North Spruce Street,
Gunnison, CO 81230
Percent of Interstate Utilization:
Jurisdiction:

Comments

1G/1G High Speed Internet Service Bundle- Includes an Optical Network Terminal and router for WiFi to each Unit and one office and one community room. Labor includes fiber drops for 28 units and one office and one community room. Fiber drops will be installed from the interior crawl space for the first floor, external fiber drops from the crawl space for the second floor and internal fiber drops from the attic for the third floor. Visionary Broadband will be the exclusive internet service provider during the term of the contract. Gunnison County Regional Housing Authority agrees to pay for all units, office and community room invoiced at the beginning of each month- \$49.90 per unit- 30 Total Accounts- (28) Living Units-(1) office- (1) Community Room - \$1497.00 Total MRC (before tax)- 5 Year Term - 20250324-120158431.

Purchase terms

This agreement is expressly conditioned upon Customer’s continued compliance with Visionary’s acceptable use policies as posted on its web site at [VCN-Terms-and-Conditions-11.21.23.pdf](#), including any changes that may subsequently be made.

This agreement is for an initial term reflected on the Service Order with the starting date of the term effective on the date of actual activation. After the initial term this agreement shall automatically continue from month-to-month unless terminated by either party (“Notice of Cancellation”) with at least thirty (30) days prior notice. Visionary may not increase the monthly price during the agreement term. After the agreement term it may be modified, alter or amend the prices upon thirty (30) days’ written notice to customer. Upon cancellation by customer, Visionary will bill customer for monthly charges for thirty (30) days following the Notice of Cancellation. If customer terminates this agreement any time after implementation, but before expiration, customer will pay a lump sum equal to the charges of the remainder of the agreement. If customer is terminated by Visionary for violation of the Acceptable Use Policy, customer shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the agreement.

Upon acceptance of this order by Visionary, the company will use its best efforts to provide dedicated connection service. Before installation begins Visionary requires a deposit or prepayment. Customer may cancel this order without penalty at any time until the work has begun to install the connection. If work has started on the connection, customer agrees to pay Visionary actual costs incurred up to cancellation. Customer agrees to pay reasonable attorney’s fees associated with Visionary’s collection for invoiced amounts. Wyoming shall be the choice of law for this Agreement.

I have read and understand the above Terms and Conditions, and I authorize these services to be ordered. I also agree to the terms and length of my contract.

Installation includes up-to 100 feet of cabling unless otherwise stated. Additional cabling will be billed at \$0.70 per foot. Installation includes 1 hour of labor per tech unless otherwise stated. Additional labor will be billed at \$130 per hour per tech.

“This Agreement is subject to Gunnison County 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.” This is a requirement because of the State TABOR law that says we can’t bind a future Board.

Visionary shall use commercially reasonable efforts to complete physical fiber installation and install service for the customer. However, the inability of Visionary to deliver the ordered Service shall not constitute a default under this Agreement. Customer may terminate a Service Order accepted by Visionary without liability if Visionary fails to make the Service available for testing by the one hundred twentieth (120th) calendar day following the firm order commitment (FOC) date assuming no construction related issues outside of VCN’s control (permits, easements, etc.), or unless that availability has been hindered by access to the location(s) at which Service is to be delivered, or Customer fails to complete necessary requirements to allow Visionary to meet this deadline. The right to terminate the delayed Service Order under this Section is the Customer’s sole and exclusive remedy for Visionary’s failure to meet the Firm Order commitment date.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Request; Next50; Health and Human Services;

Action Requested: Discussion

Parties to the Agreement: Next 50

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Funding supports aging in place in Gunnison County by acting as a benefit enrollment center.

Fiscal Impact: 20000

Submitted by: Elizabeth Holena

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/7/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/7/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

Status

Under Review

▼ Table of Contents

Grantee Sections

Organization Information
 Organization's Annual Budget
 Grant Agreement
 Request Information
 Request Narrative
 Document Uploads
 Additional Information

Organization Information

Organization: Gunnison County Department of Health and Human Services

Primary Contact: Elizabeth Holena

Primary Signatory: Elizabeth Holena

Please note: The Primary Signatory field above is a required field. In order for a name to be included in the drop-down menu, the person needs to be a registered user connected to this organization. However, this field can be the same as the Primary Contact field above. We only use this field for our DocuSign routing. If you are awarded funding, you can forward the DocuSign packet to your organization's authorized signer, if needed. The signature does not have to match the name on the application.

Organization's Annual Budget

Organization's Annual Budget: \$273,354.00

Does this grant include a Fiscal Sponsor? No

Organization Documents

Please use the green plus signs to upload the following documents. **If a green plus sign and blue background is missing, it means we already have that document on file (below) and you do not need to upload another copy.**

Once a document has been uploaded, it can be found in the Document Uploads section of this application, where you can replace or delete required documents, as needed. You will also have an opportunity to upload additional supporting documentation at the end of this application.

Please remove any punctuation from the file names other than periods (".") and hyphens ("-") before uploading, otherwise you will receive an error message.

Please Note: Depending on your organization's financial situation, we may ask for additional financial documentation during your application review period. A member of Next50's staff will reach out via email to request those additional documents, as needed.

Certificate of Good Standing: **Required** for 501(c)(3) organizations.*

**Part of our due diligence is to confirm that your organization is in good standing to conduct business in your state. Many states call this certification a Certificate of Good Standing, but some states refer to it by another title.*

This certification is typically found within a state's Secretary of State's office, or through a business entity search (which can also vary state to state). If you are having trouble finding this certification, please reach out to info@next50initiative.org for further assistance.

IRS Determination Letter: **Required** for 501(c)(3) organizations. ID in letter must match applying organization's Tax ID number. Applicants using a Fiscal Sponsor can disregard this document and move to the next question in the application.

Non-discriminatory Policy: **Required** for all applications.

Please submit the most recent Complete Form 990, including Schedule B. **Required.**

Most Recent Audited Financials

Recent Audited Financials must not be older than 12/31/2022.

Required for requests over \$50,000 **AND** an operating budget greater than \$500,000. Nonprofits that have not completed a recent external annual audit are limited to funding requests of \$50,000 or less. Nonprofit organizations with an annual operating budget of \$500,000 or less are eligible to request more than \$50,000 with a **required** external Financial Review or Compilation in lieu of an audit.

Tip: Please click "Save" before continuing to the next section.

Grant Agreement

If awarded funding, you will be required to sign Next50's grant agreement. Modifications or adjustments to the grant agreement will not be accepted. To view the grant agreement, please click [HERE](#).

By checking the box you are indicating Yes that you have read the grant agreement and your organization is comfortable signing the agreement.

Request Information

Request Title:

Creating economic opportunity for rural low Income historically underserved older adults.

Requests for multi-year funding must clearly explain how funding requested in the second and/or third years will build upon the initiatives of the first year. Limited funds are available for multi-year requests.

Up to three years of funding can be requested. Years are considered at 12-month intervals. For example:

- One year = 0-12 months
- Two years = 13-24 months
- Three years = 25-36 months

*Note that an external audit will be required if requesting over \$50,000. Nonprofit organizations with an annual operating budget of \$500,000 or less are eligible to request more than \$50,000 with a **required** external Financial Review or Compilation in lieu of an audit.

How many years of funding are you requesting? Please enter whole numbers only.

Amount Requested:

Geographical Area Served

Please explain the geographic area(s) your organization hopes to serve with the proposed work.

- For proposed work in Colorado, please include the county(ies) and approximate percentage of grant dollars to be allocated in each.
- For proposed work outside of Colorado, please include only the state(s) and approximate percentage of grant dollars to be allocated in each.

All percentages should add up to 100%.

Geographical Area Served:

Gunnison County is a remote frontier county of a little over 17,000 people with significant geographic barriers to services. The geography of two-lane highways, through high mountain passes with very limited public transportation greatly impacts the ability of the population to access resources. Recently the bridge closure along Highway 50 highlighted the vulnerability of our county as it cut off access to the main population center in our region. As a rural resort area, the cost of living is high and there tends to be dependency on service industry jobs that are seasonal and tourist dependent. Affordable medical services for uninsured or underinsured are often over 60 miles away through mountain terrain and challenging weather. Hinsdale County is an additional geographical area that will be served under this grant. Hinsdale County is the most remote area in the United States' lower 48 states with a total area of 1123 square miles. Approximately 5% of funding would allocated to Hinsdale County.

Request Narrative

Opening Statement (1 paragraph)

- Provide a brief overview of your organization.

Opening Statement:

Gunnison County Department of Health and Human Services (GCDHHS) is an integrated public health and human services agency. The agency strives to prioritize access and assistance to those in greatest need regardless of race, gender, social class, geography, sexual orientation and age. As a combined health and human services, we are able to provide one door access to services including public benefits such as SNAP, Family Planning, Medicaid, Immunizations, Nurse Family Partnership, Senior Resources, and Multi-Cultural Resource Services. Our agency strives to break down structural barriers and address other root causes of health inequities by utilizing a DEI lens for program implementation and development. Our team of over 30 social workers, case managers, clinicians, nurses and leadership continually bring and provide expertise across the life spectrum of family and community health and are trained in a variety of modalities to enhance customer service.

Proposed Work (1-3 paragraphs)

- Describe your proposed work and how it improves economic opportunity and/or makes it less expensive to age. For multi-year requests, please describe how each subsequent year of funding differs or builds upon the previous year.

Proposed Work:

Creating economic opportunity to support aging in place requires a multifaceted approach to reduce costs for older adults in the Gunnison Valley. Aging at home requires careful consideration and planning around multiple aspects, including home-based services, transportation, meal planning, safety and money management. There are programs available to contribute to healthy aging in place, such as Long-Term Care Medicaid and SNAP. Acting as a benefit enrollment center and connecting older adult with limited incomes to benefits can help cover healthcare costs, food expenses and other essential needs.

GCDHHS, as a benefit enrollment center will assist older adults in enrolling in government programs such as Medicare, Medicaid, Supplemental Security Income, Supplemental Nutritional Assistance Program(SNAP), Low Energy Assistance Program(LEAP), Energy Outreach Colorado and many more. These programs often

provide significant financial relief by covering health care costs, food and other essential services that might otherwise be out of reach of older adults. GCDHHS will help older adults navigate the complexities of health insurance options and reduce out of pocket cost of medicals services, medications and doctors' visits. GCDHHS will also help older adults enroll in food assistance programs like SNAP; these services provide meals at little to no cost, which can reduce the need to spend on groceries, lowering living expenses and reducing financial stress.

The Gunnison County Aging Resource Office is embedded with public health and human services programs at GCDHHS. The Aging Resource Office employs several highly skilled senior resource specialists, providing information, assistance and referrals to low income or otherwise underserved seniors through a variety of different programs. Staff are equipped to assist with completing applications in the office, in home and with other creative avenues. Current senior Resource specialists have collectively been assisting with applications and enrollment for a combined 25 years. Being an integrated health and human services agency reduces multiple barriers to successful enrollment. Specialists share office space with eligibility technicians directly responsible for processing SNAP, LIS, MSP and LEAP applications. This allows for ease of information sharing and a coordinated effort between teams for successful enrollment.

Priority Area Alignment (1 paragraph)

- Describe your proposed work's alignment with one or more of Next50's three priority areas:
- Ending Ageism
- Advancing Digital Equity
- Supporting Aging in Place

To review more information about Next50's priority areas, please click [HERE](#).

Priority Area Alignment:

Supporting Aging in Place has been identified as the priority alignment area. By providing access to essential services, individuals can receive financial support to cover costs associated with healthcare, medications, food, utilities and transportation, which are critical for maintaining independence and living at home. Programs like SNAP, in addition, ensure individuals have access to nutritious meals and stay healthy in their own homes. Programs that assist with housing costs and utility bills can also reduce significant financial burden for older adults and those with disabilities. By accessing benefits, individuals are able to maintain independence and remain in their homes and communities.

Organizational and Systems Impact

Next50 defines innovation broadly to encompass strategies that are new or novel and go beyond existing solutions to increase organizational effectiveness, equity, efficiency, or sustainability. For the purposes of the Changing Aging funding opportunity, innovation is further defined [HERE](#).

Please describe how your proposed work incorporates innovation.

Innovation (1 paragraph):

Historically the Aging Resource Office within GCDHHS has utilized the close internal partnership with the Multi-Cultural Resources Team (MCRT). The MCRT provides community and health navigation to uninsured and underinsured low English proficiency individuals and families, providing interpretation, information, assistance, referrals and case management. In addition, the MCRT assures materials and information around basic needs is translated and interpreted and available throughout the community. The MCRT continues to increase access to services by working directly with individuals and acting as liaisons between health providers, public programs and other community organizations. The intention to support a senior resource specialist position within the MCRT will create a unique opportunity to begin providing culturally sensitive aging resources and support to Hispanic and Latino aging populations. The multicultural team is at the heart of services for Hispanic families in the valley and celebrate the rich diversity and shared culture. The team is skilled at advocating for increased access for culturally appropriate services as well as identifying unique barriers community members may face in aging independently and safely in their own homes.

Describe how your proposed work will support systems change related to the economic well-being of older adults. To access more information about systems change, please click [HERE](#).

Systems Change Summary (1 paragraph):

Gunnison County Department of Health and Human Services has been on a journey to create organizational and systemic change for populations that have historically had less or limited access to services. Utilizing the MCRT to host a Spanish speaking senior resource specialist eliminates communication barriers, fosters trust, and allows for more meaningful interactions and culturally sensitive care. Improved communication and understanding, reduced confusion, and improved access to services are all facets of promoting organization and system level change. Identifying a Spanish speaking role as a senior resource specialist will effectively transform practices within our department as well as begin to address root causes of system issues by increasing access and efficiency. Recognizing unique challenges marginalized communities face is essential for reducing barriers to equitable services and increasing organizational efficiency.

At Next50, we believe that partnership is the foundation of systems change and is required to combine strength, build consensus, and tackle the interwoven challenges that individual efforts alone cannot solve. Please describe identified partnerships that will be incorporated into your project or work.

Partnership (1 paragraph):

To meet the needs of the community's low English proficiency households, GCDHHS will collaborate with several partner community organizations and agencies focused on increasing access to services and creating supportive communities for all populations. Key partnerships include The Senior Meal Program and the Gunnison County Food Pantry. Both programs collaborate extensively with GCDHHS by actively allowing space for outreach activities, sharing educational outreach information and providing direct referrals to public assistance programs. In addition to these partnerships GCDHHS agency hosts and facilitates several committees designed to focus on the needs of the community's most vulnerable, including older adults, minority populations and families living in poverty. The collaborative groups of the Health Coalition include nonprofits, governmental and faith-based organizations, Gunnison County Food Pantry, Hispanic Affairs Project, Gunnison County Library District, Region 10, Juntos Por Gunnison, local Law enforcement agencies and the Community Center Board. This group provides space and time to share experiences and problem solve insecurities around shelter, food and other basic needs. GCDHHS has creative and unique partnerships across the government, nongovernment, private and faith-based communities.

Demonstrated Commitment to Marginalized Populations (2-3 paragraphs)

- **People:** Please describe in detail the marginalized older adult population(s), as prioritized by Next50, you intend to serve with requested funding. You can access more information about Next50's mission-aligned populations by clicking [HERE](#).
- **Work:** Please include all the ways in which you seek to understand the population you serve, how the experiences and perspectives of this population inform your work, and why you believe you have the trust of those you serve.
- **Organization:** Please share how your own organization reflects the population(s) you serve.

Commitment to Marginalized Populations:

GCDHHS continues to be committed to marginalized populations. Historically underserved populations that will be targeted for benefit enrollment include low income rural and low English proficiency older adults. The 5 largest ethnic groups in Gunnison County are 86.5% White (Non-Hispanic), 7.83% White (Hispanic), 2.16% identify as Two +(Non-Hispanic), 1.03% identified as American Alaskan and Native American. Gunnison County is also home a large population of Cora residents, an indigenous ethnic group from the Mexican state of Nayarit. Gunnison's Cora community is believed to be the largest outside of Mexico. 14% of the population

living below the FPL identified as Hispanic or Latino. In addition, 8% of 65+ adults live in poverty in Gunnison Valley.

GCDHHS shows commitment to marginalized populations by recognizing and addressing systemic issues, advocating for change, promoting inclusion and listening to perspectives of marginalized community members. By listening to the experiences and perspectives of community members, GCDHHS builds trust and open communication, empowering communities to provide feedback and input to our practice.

Gunnison County Department of Health and Human Services' team is robust with diversity. Currently there are 8 Spanish speaking staff across all programs that are connected to the local immigrant community. In addition, several staff have diverse background from rural isolated areas of the agricultural industry in the valley.

Budget Narrative/Financial Need

- How will funding be used to support the proposed initiative(s)? For each year of requested funding, please provide a brief budget narrative broken down into the following four sections:
 - Administrative/Overhead expenses
 - Programmatic expenses
 - Vendor/Contractor/Consultant fees
 - Other expenses
 - *(Please note: Funds can be used flexibly, and we recognize the amounts may change as you get started on your project. Therefore, please provide an initial estimate of how funding will be broken down)*

Budget Narrative (1 paragraph):

The requested \$20,000 will cover the costs of personnel and direct operating costs as well as outreach and travel costs. \$18500 will be allocated to support the direct engagement Senior Resource Specialists have with community members. Senior Resource Specialists will provide information, assistance and referrals to available programs. This includes the cost of fringe benefits. Programmatic costs include \$1500 to support education, outreach and valley wide communication and information sharing. This could include newspapers advertisements, flyers, informational brochures and other identified avenues to communicate with the community.

- Describe your organization's financial need for the requested funds and/or plan for financial sustainability. *(We will consider both an organization's need for funding and its financial sustainability).*

Financial Need (1 paragraph):

The Gunnison Valley continues to struggle to meet the demands and needs of the underserved older adult community. Our aging services have limited sources of funding for assistance information and referrals for low income older adults. Many of our community's older adults and adults living with disabilities continue to be underserved and underrepresented with limited access to available core community programs and resources. We maintain a limited team with grant funding to meet these needs. We have limited outreach activities, particularly in areas such as Marble and Somerset, an approximate 3 hour drive. When our team is able to assist, there is limited follow up conversations and activities to ensure that individuals are connected with appropriate services and those applications are successfully completed and submitted. Enrollment appointments, when there is capacity, are limited to brief interactions in our office setting. Requested funding will provide part time staffing to meet directly, by phone or other creative ways with older adults to provide information, assistance, referrals and benefit enrollment.

IRS regulations require certain organizations that do have 501(c)(3) status to upload an itemized project budget with income source(s) showing how requested funds will be spent. If you are one of the following organizations, please select "yes" from the drop-down menu below to upload an itemized budget:

- 501(c)(4)
- 501(c)(6)
- Government entity
- College or University
- Private operating foundation

Yes

Closing (1 paragraph)

- Summarize your request and its potential impact on economic well-being for older adults.
- Include any other information you would like to convey.

Closing:

Funding will impact over 700 low income rural older adults across the valley by providing information, assistance and coordination of services. Benefit enrollment, as well as maximizing other available community resources, will directly contribute to older adults aging safely and independently in their own homes and communities.

Document Uploads

ORGANIZATION DOCUMENTS



GUNNISON AND HINSDALE COUNTY DEPARTMENT OF HUMAN SERVICES DISPUTE RESOLUTION.doc (1).pdf



IRS Determination Letter

Added by Elizabeth Holena at 2:10 PM on July 8, 2024

REQUEST DOCUMENTS



NF Budget 2025.xlsx



Request Budget

Added by Elizabeth Holena at 3:04 PM on April 3, 2025



2023 Annual Comprehensive Financial Report - FINAL.pdf



Certificate of Good Standing

Added by Elizabeth Holena at 2:09 PM on April 3, 2025



Gunnison County Federal Audit overview.pdf



Complete Form 990

Added by Elizabeth Holena at 2:07 PM on April 3, 2025



4.3.1 Gunnison County Employee Handbook.pdf



Request Organization's Non-discrimination Policy

Added by Elizabeth Holena at 8:39 AM on March 17, 2025

Additional Information

If applicable, please submit any additional supporting documentation you would like Next50 to know about your request or organization below.

SUPPORTING DOCUMENTS

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Order Form; Policy Confluence, Inc (Polco); Admini

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The survey is conducted every other year, and the financial requirement is within the budget.

Fiscal Impact: \$21,300

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Under Enterprise Terms and Conditions section 9, County indemnifies contractor. Section 11 limits liability of contractor. Otherwise legally sufficient. SO 4/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



Polco Order Form

This Order Form (the “Order Form”) is entered into and made effective as of _____ (“Effective Date”) by and between Policy Confluence, Inc., a Delaware corporation (“Polco” or “Company”), and the County of Gunnison, Colorado (“Customer” “you” or “your”, and collectively with Polco the “Parties”) and shall remain in effect for the duration of the Initial Term as defined below and any Renewal Term (the “Term”) unless agreed otherwise explicitly and in writing between the Parties.

This is a binding agreement by Customer to purchase Polco’s subscription Services as set forth in the tables below and further defined in this agreement. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the “Enterprise Terms” found at <https://info.polco.us/enterprise-terms>) and the Website Terms of Use (the “Website Terms” found at <https://info.polco.us/eula>) (each a “Supplement,” and collectively with this Order Form, the “Agreement”). In the event of any conflict or inconsistency between the provisions of (a) this Order Form, and (b) any other supplements, documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information	
Entity Name:	Gunnison County, CO
Address:	200 E. Virginia Gunnison County, CO 81230
Contact:	Katherine Haase
Phone:	970.641.7601
Email:	KHaase@gunnisoncounty.org

Polco	
Entity Name:	Policy Confluence, Inc.
Address:	1241 John Q. Hammons Dr, Suite 203 Madison, WI 53717
Contact:	Alec Vice
Phone:	608.469.4467
Email:	avice@polco.us



Subscription Fees

Product Name	Product Description	Initial Term	Unit Price (\$USD)	QTY (units)	Fee
Engage + Assess Module - The National Community Survey®	<p>All Polco Engage features are available to you during your subscription term to engage with your target audiences. Respondents answer questions via Polco's civic surveying and engagement platform which includes real time results and the option to have respondents verified against voter lists. As participants respond they become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement.</p> <p>The Assess Module includes 1 benchmark survey per contract period. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation.</p> <p>A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (46% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).</p>	24-months	\$17,500	1	\$17,500
Half Page of Custom Questions	We recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items.	24-months	\$2,000	1	\$2,000
Custom Benchmark Comparisons	In addition to the national benchmarks (included with The NCS Online reporting), Custom Benchmarks can be purchased to compare your results to custom cohorts such as communities within a state or region, with similar population sizes, with similar medianhousehold incomes, or a combination of these.	24-months	\$1,800	1	\$1,800
Total Fees					\$21,300



Order Form Terms	
Effective Date:	Upon contract execution
Initial Term:	May 25, 2025 to May 24, 2027
Fees and Payment Terms	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable. Payment terms are net 30.
Invoice Schedule	<ul style="list-style-type: none"> - \$10,650 of the Fees shall be payable within 30 days of the Initial Term start for scoping, setup and mailing costs. - \$10,650 of the Fees shall be payable within 30 days of reciting the final report of results for the NCS.
Billing Contact:	Name: Katherine Haase Email: KHaase@gunnisoncounty.org

Renewal Term. This Subscription will renew only upon mutually written agreement by both parties at the end of the initial Subscription Term for a duration of 24 months. You will be notified at least sixty (60) calendar days prior to the Subscription Renewal Date to provide positive consent for the renewal.

Training, Support, and Implementation Period. Your subscription Services include access to the Services and Support as described above, which encompass training materials as well as access to technical support services for your Authorized Users. Technical support services are intended solely for technical product support and are not a substitute for proper training and education.

The subscription includes an implementation and success period designed to ensure a smooth onboarding process and effective adoption of the Services. During this period, our team will work closely with your organization to provide tailored training, configuration assistance, and guidance to maximize the value of the Services for your specific needs. This implementation period aims to ensure the longterm success of your use of the Services.

Privacy Policy. You acknowledge that you have read and understand Polco’s Privacy Policy (the “Privacy Policy” found at <https://info.polco.us/privacy>).

Compliance with Data Protection Laws. Each Party shall comply with all applicable data protection and privacy laws ("Data Protection Laws") governing its performance under this Agreement. Should applicable Data Protection Laws, whether existing at the start of the Term or becoming effective during the Term, mandate specific terms for the processing of Personal Data, the Parties shall execute any required amendments to this Agreement or enter into additional agreements, including but not limited to a Data Sharing Agreement, to ensure compliance.

Service Level Agreement. Polco’s web platform will be operational and available to the Customer at least 99.5% of the time in any calendar month (the “Polco Application SLA”).

Ownership of Creative Materials and Data. Polco retains all rights, title, and interest in the Creative



Materials and data developed or collected in connection with this Agreement. Creative Materials, including content, text, graphics, software, and other proprietary elements, are protected by intellectual property laws and may only be used by the Customer as specified herein. Similarly, all data generated by Polco remains its exclusive property, and may only be used by the Customer as specified herein. Similarly, all data generated by Polco remains its exclusive property, and Polco may use it for purposes such as platform improvement, research, and product development, including lawful disclosure to third parties as necessary. Upon termination of this Agreement, the Customer's rights to use the Creative Materials end, while Polco retains ownership of both the Creative Materials and data.

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments thereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment thereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such determination shall not affect the validity, legality, or enforceability of any other provision of this Agreement, nor shall it render such provision invalid or unenforceable in any other jurisdiction. The Parties shall, in good faith, negotiate to amend the Agreement to reflect their original intent as closely as possible in a mutually acceptable manner, ensuring the intended transactions are effectuated to the fullest extent permissible.

Full Authority. The person agreeing to the terms and conditions of this Agreement states and affirms that they have the full authority of the Customer to enter into and execute this Agreement.

IN WITNESS WHEREOF, CUSTOMER and POLICY CONFLUENCE, INC. have executed this Order Form as of the Effective Date:

Gunnison County, CO	POLCO
----------------------------	--------------

Signature

Date

Signature

Date

Printed Name / Title

Printed Name / Title

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment to Grant Agreement; Federal Award No. 69

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The purpose of this amendment is to administratively close out the Grant Agreement for the SS4A planning Grant. The total amount of the grant has been paid out to the County.

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: 3/29/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 3/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/28/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

AMENDMENT TO THE GRANT AGREEMENT

- | | | | | | | | | | | | | |
|---|--|---|--------------|------------------|-------------|----------------------|-----|--------------|-----|--------|--------------|--|
| 1. Federal Award No.
693JJ32340157
Amendment No. 0001 | 2. Effective Date
See No. 16 Below | 3. Assistance Listings No.
20.939 | | | | | | | | | | |
| 4. Award To
County of Gunnison
200 East Virginia Ave
Gunnison, CO 81230

Unique Entity Id.: NSN9FAGKEDJ9
TIN No.: 84-6000770 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590 | | | | | | | | | | | |
| 6. Period of Performance
6/13/2023 – See No. 16 Below | 7. Total Amount <table border="0"><tr><td>Federal Share:</td><td style="text-align: right;">\$160,000.00</td></tr><tr><td>Recipient Share:</td><td style="text-align: right;">\$52,572.79</td></tr><tr><td>Other Federal Funds:</td><td style="text-align: right;">\$0</td></tr><tr><td>Other Funds:</td><td style="text-align: right;">\$0</td></tr><tr><td>Total:</td><td style="text-align: right;">\$212,572.79</td></tr></table> | Federal Share: | \$160,000.00 | Recipient Share: | \$52,572.79 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$212,572.79 | |
| Federal Share: | \$160,000.00 | | | | | | | | | | | |
| Recipient Share: | \$52,572.79 | | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | | |
| Total: | \$212,572.79 | | | | | | | | | | | |
| 8. Type of Agreement
Grant | 9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) | | | | | | | | | | | |
| 10. Procurement Request No.
HSA250030CL | 11. Federal Funds Obligated
\$160,000.00 | | | | | | | | | | | |
| 12. Submit Payment Requests To
See Article 5. | 13. Accounting and Appropriations Data
N/A - \$0 | | | | | | | | | | | |

14. Description of the Amendment:

The purpose of this amendment is to administratively close out the Grant Agreement.. As a result of this amendment, the total value of this agreement is shown in item No. 7 above.

The Recipient hereby provides a Release of Claims and agrees to release and discharge the Government from any and all further obligations under this Grant Agreement. The Recipient and the Government represent and warrant that the Recipient has completed all performance obligations required under this grant: including, but not limited to providing the Government with all required deliverables, reports, and/or any other information that may have been required. The Recipient acknowledges and agrees that it has received Federal funds in the amount of \$160,000 for completing this grant. This Amendment constitutes the entire agreement between the parties with respect to the closeout of this Grant Agreement. The Grant Agreement is now closed.

RECIPIENT

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Person Authorized to Sign

16. Signature of Agreement Officer

Signature

Date

Name: Laura Puckett-Daniels

Title: Chairwoman

Signature

Date

Name: Hector R. Santamaria

Title: Agreement Officer

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Second Amendment to Professional Services Agreemen

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Second Amendment for Professional Services Agreement - CBS Accounting, LLC.

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/3/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/4/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 4/4/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) made effective 3th day of April 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 CBS Accounting, LLC whose address is 303 East Dakota Drive, Grand Junction, CO 81507 (herein “Contractor”).

RECITALS

1. Gunnison County and Contractor executed a Professional Services Agreement on October 30, 2024 (“Agreement”) to provide professional services regarding Reconciling various cash accounts for the Finance Department for the months of January through September 2024 to the Agreement (“Services”).
2. Gunnison County desires to modify this Scope of Work by authorizing additional compensation should not exceed \$2,000 and No/100 U.S. Dollars (\$195 per hour) by Contractor and to incorporate in the Agreement as is fully set forth therein.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

Paragraph 1 of the Agreement, Services, is hereby amended to supplement the Services with those set forth above in Paragraph 2 of this Amendment and incorporate in the Agreement as is fully set forth shall control.

Paragraph 4 of the Agreement, Compensation, Bonus and Expenses, is hereby amended to increase compensation for additional Services by an additional amount not to exceed \$2,000.00 as described above in Paragraph 2 of this Amendment.

All the remaining terms, conditions, rights and responsibilities of and under the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date above written.

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

Christine B. Stouder
CBS Accounting, LLC.
303 East Dakota Drive
Grand Junction, CO 81507

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") made effective 6th day of November 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and CBS Accounting, LLC whose address is 303 East Dakota Drive, Grand Junction, CO 81507 (herein "Contractor").

RECITALS

1. Gunnison County and Contractor executed a Professional Services Agreement on October 30, 2024 ("Agreement") to provide professional services regarding Reconciling various cash accounts for the Finance Department for the months of January through September 2024 to the Agreement ("Services").
2. Gunnison County desires to modify this Scope of Work to authorize Contractor to perform additional services, such as extending reconciling various cash accounts for the Finance Department from October through December 2024. Additional compensation should not exceed \$3,500 and No/100 U.S. Dollars (\$195 per hour) by Contractor and to incorporate in the Agreement as is fully set forth therein.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

Paragraph 1 of the Agreement, Services, is hereby amended to supplement the Services with those set forth above in Paragraph 2 of this Amendment and incorporate in the Agreement as is fully set forth shall control.

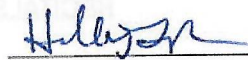
Paragraph 4 of the Agreement, Compensation, Bonus and Expenses, is hereby amended to increase compensation for additional Services by an additional amount not to exceed \$3,500.00 as described above in Paragraph 2 of this Amendment.

All the remaining terms, conditions, rights and responsibilities of and under the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date above written.

By: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By: Christine B. Stouder / CBS Accounting, LLC
Christine B. Stouder
CBS Accounting, LLC.
303 East Dakota Drive
Grand Junction, CO 81507

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 30th day of October, 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 CBSAccounting, LLC, whose address is 303 East Dakota Drive, Grand Junction, CO 81507 (“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: Reconciling various cash accounts for the Finance Department for the months of January through September 2024. (“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 April 30, 2025, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Preparation for 2024 year-end 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 \$15,000.00 and No/100 U. S. Dollars (\$190.00 per hour) (“Compensation”). Payment shall be made by Gunnison

County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

- a. Comprehensive general liability insurance or the equivalent in an amount no less than Ten Thousand and No/100 U.S. Dollars (\$10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) 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 Ten Thousand and No/100 U.S. Dollars (\$10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) 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 Ten Thousand Dollars (\$10,000) for any injury to one person in any single occurrence, and One Million Dollars (\$1,000,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Ten Thousand Dollars (\$10,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers,

or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or

reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be

construed against any party merely because any provisions of the Agreement were prepared by a particular party.

- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

With a copy to: Gunnison County Finance
200 E. Virginia
Gunnison, Colorado 81230
Attn: Ana Canada, Interim Finance Director

Contractor: CBSAccounting, LLC.
303 East Dakota Drive
Grand Junction, CO 81507

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

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

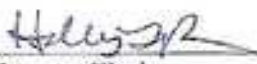
26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

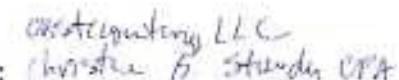
By: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By:  10/30/24
Christine B. Stouder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Confirmation of Purchase/Sale Agreement; Suncor En

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

SunCor Energy requires an annual contract to purchase road oil from their Grand Junction distrobution facility. This contract allows for two critical projects to occur this year. Tavlror River Road and Duranatching.

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: 4/3/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/4/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 4/4/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

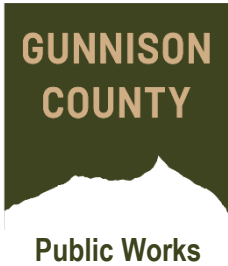
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025



Martin Schmidt, Assistant County Manager for Public Works

Phone: (970) 641-0044
mschmidt@gunnisoncounty.org

Sole Source Procurement Request – Road Oil

Date: 4/2/2025

Gunnison County Public Works needs to purchase oil for asphalt road repairs and maintenance. The preferred oil is a High-Float, Medium-Set, 2 with Polymer Emulsion. The public works department needs this oil for two distinct projects: Durapatch and Chip Seal. For Durapatch we pick up 1,600 gallons of hot HFMS-2P from the grand junction distribution plant once every week or two while the Durapatcher is operating. We end up using between 10,000 and 15,000 gallons per year for this project. For Chip sealing we have the product hauled to the project site (Taylor Canyon road this year) and will use about 50,000 gallons in a two week timeframe. Delivery

This oil is not unique to any one company or refinery, but in the state of Colorado there is only one supplier of this specific oil. We have used rapid set oils in the past and seen project failures or reduced lifespans of the treatment as a result. Transportation costs are not insignificant, and paying to get the oil from Grand Junction ends up being beneficial in both time and cost, in comparison to Salt Lake City or Wyoming where HFMS-2P is also available.

The Gunnison County Procurement Policy (1.2.10), allows for sole source awards with certain criteria. "A department director may recommend, and the County Manager may approve the award of a contract without competition after conducting a good faith review of available sources. The department director of the requesting department, with assistance from the Finance Director, may conduct negotiations, as appropriate, regarding price, delivery, and other terms and conditions."

SunCor requires an annual purchase agreement that estimates the total tonnage of oil for the year. Final billing is based on actual gallons purchased and we are not bound to the amount. We have executed this agreement annually for many years in order to maintain or improve roads in the County. I would like to request authorization to award a sole source contract to SunCor Energy for the 2025 calendar year for HFMS-2P for 670.00 per ton (242 gallons per ton). The SunCor Purchase agreement is attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "Martin Schmidt".

Martin Schmidt

Approval:

Laura Puckett-Daniels



CONFIDENTIAL

CONFIRMATION OF PURCHASE/SALE AGREEMENT

Agreement Date: March 26, 2025

Confirmation No. GNC-5541-20250401-23690

To: Gunnison County ("Counterparty")
200 E. Virginia
Gunnison, CO 81230

Suncor Energy (U.S.A.) Inc. ("Suncor")
5455 Brighton Blvd.
Commerce City, Colorado 80022

Attention: Martin Schmidt
Phone Number: 970-641-0044
Fax Number: 970-641-8120
Email address: mschmidt@gunnisoncounty.org

Attention: Stacie Larsen
Phone Number: 720-534-8595
Fax Number: 303-793-8003
Email address: slarsen@suncor.com

The following confirms the terms of the agreement (the "Agreement"), entered into on the Effective Date, between Suncor and Counterparty, upon which Suncor agrees to sell and deliver, and Counterparty agrees to purchase and receive, the quantity of Product(s) as set forth below:

- 1. Term: This Agreement shall commence on April 01, 2025 ("Effective Date"), and expire on the earlier of (a) the occurrence of both Suncor delivering a new Confirmation of Purchase/Sale Agreement for the Driver Loading Numbers listed in attached Schedule A and Counterparty purchasing the quantity of Product set forth in Section 3, or (b) December 31, 2025.
2. Product(s), Destination, Driver Loading Number & Price: See attached Schedule A.
3. Quantity: A total of approximate volume per product comprised of any combination of Products in attached Schedule A.
4. Shipping Point: Grand Junction Asphalt Plant
Shipping point will be at Suncor's discretion.
5. Delivery Point/Title: Product title and risk of loss shall pass from Suncor to Counterparty as the Product passes from the end of load arm at Shipping Point into the Counterparty's designated receiving equipment (the "Delivery Point").
Counterparty shall be responsible for all transportation costs associated with the delivery of Product, including without limitation, any and all demurrage charges.
6. Mode of Transportation: Truck
7. Project: Gunnison County Supply 2025
8. Post Additive: Without limiting any disclaimer, waiver, or limitation set forth in the Master Agreement, Counterparty acknowledges and agrees that: (i) any warranty provision with respect to Product quality shall be void and inapplicable to any Product that Counterparty injects with any type of additive; and (ii) Suncor shall have no responsibility or liability with respect to any such additized Product.
9. Payment: Counterparty will pay for Products on a "Net-30" basis and/or in accordance with such other terms that Suncor may specify as applicable at the time of delivery. Payment will be made via Wire.

This Agreement is entered into pursuant to and is governed by the Master Product Purchase and Sale Agreement between the parties hereto (the "Master Agreement"), including but not limited to the General Terms and Conditions attached as Exhibit A thereto (and the Confidentiality obligations thereunder). Capitalized terms used herein and not otherwise defined herein have the respective meanings given in the Master Agreement. This Agreement may be executed in counterparts and delivered by e-mail or fax, and each counterpart so delivered shall constitute an original, and together constituting one instrument.

SUNCOR ENERGY (U.S.A.) INC.

COUNTERPARTY:

By: Samuel Beuke

By: _____

Print Name: Samuel Beuke

Print Name: _____

Title: Manager, Marketing Asphalt & Residual Oils

Title: _____

Confirmation No. GNC-5541-20250401-23690

Schedule A

Driver Loading Number	Destination City	Destination State	Destination Zip	Volume	UOM	Product Name	Price	Per UOM
2023690	Gunnison	CO	81230	230	tons	HFMS - 2P	\$ 670.00	/ton

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Option Letter #4; Contract No. 202

Action Requested: Other BOCC Acknowledgement

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

We had an increase in funding with our WWC grant for community outreach. (TCO)

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/3/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/3/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/3/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

**STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OPTION LETTER #4**

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2023*2302
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	Option Letter Contract Number: 2023*2302 Option Letter #4
Contract Performance Beginning Date: January 1, 2023	Current Contract Expiration Date: June 29, 2025

CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*2302	\$0.00	\$5,187.00	\$0.00	1/1/2023 – 6/29/2023	\$5,187.00
Original Contract	2023*2302	\$3,620.00	\$0.00	\$0.00	1/1/2023 – 6/29/2023	\$3,620.00
Contract Amendment #1	2023*2302 Amendment #1	\$4,938.00	\$0.00	\$0.00	6/30/2023 – 6/29/2024	\$4,938.00
Contract Amendment #1	2023*2302 Amendment #1	\$0.00	\$5,962.00	\$0.00	7/01/2023 – 6/29/2024	\$5,962.00
Option Letter #1	2023*2302 Option Letter #1	\$6,186.00	\$0.00	\$0.00	11/01/2023 – 6/29/2024	\$6,186.00
Option Letter #2	2023*2302 Option Letter #2	\$12,800.00	\$0.00	\$0.00	6/30/2024 – 6/29/2025	\$12,800.00
Option Letter #2	2023*2302 Option Letter #2	\$0.00	\$4,266.00	\$0.00	7/01/2024 – 6/29/2025	\$4,266.00
Option Letter #3	2023*2302 Option Letter #3	\$0.00	\$22,133.00	\$0.00	1/13/2025 – 6/29/2025	\$22,133.00

Option Letter #4	2023*2302 Option Letter #4	\$11,500.00	\$0.00	\$0.00	3/24/2025 – 6/29/2025	\$11,500.00
Current Contract Maximum Cumulative Amount						\$76,592.00

1. OPTIONS:

A. Option to change the quantity of Services under the Contract

2. REQUIRED PROVISIONS:

A. In accordance with Section 5Bv of the Original Main Task Order Contract referenced above, the State hereby exercises its option to **increase** the quantity of the **services** at the rates stated in the Original Task Order Contract, as amended. **Exhibit C., Budget** is deleted and replaced in its entirety with **Exhibit C., Budget** attached to this Option Letter, for the following reason: to **add funds to the current term to support deliverables as specified in the Statement of Work.**

B. Exhibit D., Federal Provisions – Colorado Cancer Prevention and Control, is deleted and replaced in its entirety with Exhibit D., Federal Provisions, attached to this Option Letter, for the following reason: To reflect changes to the federal award identification information.

C. The Contract Maximum Amount table on the Contract’s 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 March 24, 2025, whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

DocuSigned by:

Chelsea Gilbertson

2C13912416524B1...

By: Signature

Chelsea Gilbertson

Name of Executive Director Delegate

Procurement & Contracts Section

Title of Executive Director Delegate

Date: 2025-03-25

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

Kurt Williams

73365F4A4A084BC...

By: Signature

Kurt Williams

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Option Effective Date: 2025-03-31



COLORADO
 Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing 2023*2302

Version 6.2024

Contractor Name	Gunnison County Department of Health and Human Services
Budget Period	6/30/2024 - 6/29/2025
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS) The Community Outreach (TCO)

Program Contact Name, Title, Phone and Email	Amelia Meyer, Family Planning Clinic Coordinator 970-641-7952 ameyer@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FHLA 2023*2302

Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Clinical Services Manager	Provide leadership and assistance Change: Additional time on project	\$1,210.60	\$2,280.00	\$3,490.60
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
PA Mid-level Practitioner	Consult with women's health clinic coordinator and provide recommendations	\$780.53		\$780.53
NP, Mid-level Practitioner	Consult with women's health clinic coordinator and provide recommendations. Plan for TCO implementation: attend required trainings, develop resources and relationships in community. Change: Additional time on project	\$2,980.53	\$1,500.00	\$4,480.53
NP, Mid-level Practitioner	Consult with women's health clinic coordinator and provide recommendations. Plan for TCO implementation: attend required trainings, develop resources and relationships in community. Change: Additional time on project	\$2,000.53	\$1,500.00	\$3,500.53
Women's Health Clinic Coordinator	Clinic Coordinator, Will identify and contact clients who may be eligible for HCNS. Will enroll clients an enter HNCS data in eCast. Consult with PA/NP on supplies and clients. Plan for TCO implementation: attend required trainings, develop resources and relationships in community. Change: Additional time on project	\$19,109.70	\$2,100.00	\$21,209.70
Health Navigator	Bilingual Health Navigation for clients with Limited English Proficiency. Plan for TCO implementation: attend required trainings, develop resources and relationships in community. Change: Additional time on project	\$2,989.16	\$1,500.00	\$4,489.16
Total Personal Services (including fringe benefits)		\$29,071.05	\$8,880.00	\$37,951.05



COLORADO
 Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing 2023*2302

Version 6.2024

Contractor Name	Gunnison County Department of Health and Human Services
Budget Period	6/30/2024 - 6/29/2025
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS) The Community Outreach (TCO)

Program Contact Name, Title, Phone and Email	Amelia Meyer, Family Planning Clinic Coordinator 970-641-7952 ameyer@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FHLA 2023*2302

Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Operating/supplies	Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection Funding Opportunities website: Clinic supplies that aid in treatment of cancer screening and prevention, education materials, Items to support operations. Change: Additional supplies needed.	\$2,350.00	\$1,120.00	\$3,470.00
Participant support costs	Gift cards (10 x \$30) to reduce the barrier of adult or child care costs or food or grocery gift cards to reduce barriers to screening. Additional gift cards to support barrier reduction.	\$400.00		\$400.00
Total Supplies & Operating Expenses		\$2,750.00	\$1,120.00	\$3,870.00
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Meals	Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is \$69 per person per day x 5 of days ☐	\$345.00		\$345.00
Mileage	Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is \$.67/mile x 500 miles ☐	\$335.00		\$335.00
Lodging	Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 1 number of people @ \$140/night. x 6 number of nights. ☐	\$840.00		\$840.00
Participant travel expenses	Taxi, Uber and Lyft vouchers (5 x \$20) or gas cards (5 x \$20) to assist participants in traveling to health system for screening. ☐	\$200.00		\$200.00
Airfare	Estimate of airfare or mileage to travel to Women's Wellness conference☐	\$558.00		\$558.00
Total Travel		\$2,278.00	\$0.00	\$2,278.00
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	Description of Item and Justification for Revision			
				\$0.00
Total Contractual		\$0.00	\$0.00	\$0.00
SUB-TOTAL BEFORE INDIRECT		\$34,099.05	\$10,000.00	\$44,099.05



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing 2023*2302

Version 6.2024

Contractor Name	Gunnison County Department of Health and Human Services
Budget Period	6/30/2024 - 6/29/2025
Project Name	Cancer Prevention and Early Detection: Health Navigation and Clinical Services (HNCS) The Community Outreach (TCO)

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Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FHLA 2023*2302

Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item			
CDPHE Negotiated Indirect Cost Rate	Indirect costs. Gunnison County's approved indirect cost rate is 15% effective 2024. Change: Additional indirect to increase in direct costs.	\$5,099.95	\$1,500.00	\$6,599.95
Total Indirect		\$5,099.95	\$1,500.00	\$6,599.95
TOTAL		\$39,199.00	\$11,500.00	\$50,699.00

EXHIBIT D, GRANT 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 Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 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. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.
 - 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 non-profit organization or for profit organization;
 - 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. Grantee also means Subrecipient.
 - 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” organization, 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 operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- 2.1.8.3. Is not organized primarily for profit; and
- 2.1.8.4. Uses net proceeds to maintain, improve, or expand the organization's operations; and
- 2.1.8.5. Is not an IHE.
- 2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. "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 provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
- 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 an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 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. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. "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.

3. Compliance.

3.1. Subrecipient 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 Subrecipient 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 Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient 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. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient 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, Subrecipient 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. \$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; 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. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient 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 Subrecipient’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 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. Subrecipient shall report as set forth below.

8.1.1. To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a 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 Subrecipient’s Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Recipient. A Subrecipient shall report to its 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.

9. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District. 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.
- 9.4. 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 during 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.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient 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.

10. Access to Records.

- 10.1. A Subrecipient shall permit 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 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 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 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 \$1,000,000 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. Required Provisions for Subrecipient with Subcontractors.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
 - 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
 - 12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

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

15. Event of Default and Termination.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. 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;
 - 15.2.3. 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
 - 15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

16. Additional Federal Requirements.

- 16.1. Whistle Blower Protections

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

TASK ORDER

<p>State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p>Contractor Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</p>								
<p>Master Task Order Contract Number 23 FA 00023</p> <p>Task Order Number 2023*2302</p>	<p>Task Order Performance Beginning Date The later of the Task Order Effective Date or January 1, 2023</p>								
<p>Task Order Maximum Amount</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Initial Term</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Fiscal Year 2023</td> <td style="text-align: right;">\$8,807.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Total for All Fiscal Years</td> <td style="text-align: right;">\$8,807.00</td> </tr> </table>	Initial Term		Fiscal Year 2023	\$8,807.00			Total for All Fiscal Years	\$8,807.00	<p>Task Order Expiration Date June 29, 2023</p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
Initial Term									
Fiscal Year 2023	\$8,807.00								
Total for All Fiscal Years	\$8,807.00								
<p>Pricing/Funding Price Structure: Cost Reimbursement Contractor Shall Invoice: Monthly Funding Source:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">State</td> <td style="width: 40%;">\$5,187.00</td> <td style="width: 50%;"></td> </tr> <tr> <td>Federal</td> <td>\$3,620.00</td> <td></td> </tr> </table>	State	\$5,187.00		Federal	\$3,620.00		<p>Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any):</p> <p>Procurement Method: Request For Application (RFA) Solicitation Number (if any): 40359</p>		
State	\$5,187.00								
Federal	\$3,620.00								
<p>State Representative Emily Kinsella Women’s Wellness Connection Section Manager Prevention Services Division Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 emily.kinsella@state.co.us</p>	<p>Contractor Representative Joni Reynolds Public Health Director Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org</p>								
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Federal Provisions – Colorado Cancer Prevention and Control 									

Contract Purpose

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (“the SOW”). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

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

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **January 1, 2023**, whichever is later.

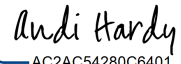
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  <small>DF57D9FBAE8C463</small></p> <p style="text-align: center;">By: Signature</p> <p>Matthew Birnie <hr/> Name of Person Signing for Contractor</p> <p>County Manager <hr/> Title of Person Signing for Contractor</p> <p>Date: 2022-11-21 <hr/></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  <small>2EDE870A1A7D4FC...</small></p> <p style="text-align: center;">By: Signature</p> <p>Lisa McGovern <hr/> Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director for <hr/> Title of Executive Director Delegate</p> <p>Date: 2022-11-21 <hr/></p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

AC2AC54280C6401

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-11-22

--Signature Page End--

**ADDITIONAL PROVISIONS
To Original Contract Routing Number 2023*2302**

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

1. To receive compensation under the Contract, the Contractor shall submit a signed **Monthly** CDPHE Reimbursement Invoice Form. This form is a customized CDPHE Reimbursement Invoice Form that CDPHE will distribute to the Contractor each budget period and is incorporated and made part of this Contract by reference. The Contractor may contact the CDPHE Contract Monitor to obtain additional electronic copies of the invoice form. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Cancer Prevention and Early Detection Contracts Monitor at cdphe_cancer@state.co.us.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match," if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

If applicable, the Contractor shall be reimbursed for the purchase of allowable Health Navigation and Clinical Services supplies/operating costs identified in the Women's Wellness Connection (WWC) Health Navigation and Clinical Services Allowable Purchases document. This document is located at the following website <https://cancerplan.colorado.gov/help-for-grantees> and is incorporated and made part of this Contract by reference.

2. To receive compensation for Health Navigation and Clinical Services provided to eligible individual clients as identified in the Statement of Work under this Contract, the Contractor shall:
 - a. Navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures (Health Navigation); and/or,
 - b. Provide CDPHE-funded breast and cervical cancer screening and/or diagnostic procedures (Clinical Services), to eligible clients.
 - a. eCaST Data System

Data entered into the electronic cancer surveillance and tracking (eCaST) data system are the basis for calculating reimbursement for each client receiving Health Navigation or Clinical Services. To be considered for payment, all Cancer Prevention and Early Detection Health Navigation and Clinical Services related cancer screening and diagnostic procedures shall be entered into eCaST within thirty (30) days of service being performed. Health Navigation or Clinical Services cases that exceed sixty (60) calendar days in screening length and negatively affect WWC's Performance Indicators may not be reimbursed at the discretion of the State. Reimbursement is determined by the clinical outcome of each case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs. Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. Based on performance, the Cancer Prevention and Early Detection Program may unilaterally change the groups of eligible clients who may be served with eCaST funding.

b. Bundled Payment System (BPS)

The Contractor shall be paid for Health Navigation or Clinical Services to individual clients in accordance with rates as outlined in the Cancer Prevention and Early Detection Bundled Payment System (BPS) for Health Navigation and Clinical Services. This document is incorporated and made a part of this Contract by reference and is available on the following website at <https://cancerplan.colorado.gov/help-for-grantees>.

Rates may be revised or updated during the contract term. Reimbursement policies are defined in the Cancer Prevention and Early Detection Program Manual. This manual is located at the following website <https://cancerplan.colorado.gov/help-for-grantees> and is incorporated and made part of this Contract by reference.

The Contractor shall not charge the Cancer Prevention and Early Detection program for Clinical Services not listed on the CPT Code List. This document is incorporated and made part of this Contract by reference and is available on the following website: <https://cancerplan.colorado.gov/help-for-grantees>.

c. Payment Procedures

Payment to the Contractor for Health Navigation and Clinical Services provided to eligible individual clients is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

Payment to the Contractor for expenses not included in the BPS for Cancer Prevention and Early Detection Health Navigation and Clinical Services is made from available funds encumbered and in accordance with the Statement of Work and Budget set forth under this Contract.

Payment to the Contractor for eCaST is made from available funds encumbered through a General Accounting Encumbrance (GAE) and shared across multiple contractors. CDPHE may increase or decrease the total funds encumbered in the GAE at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

d. Expenditure Cap for Health Navigation and Clinical Services to Individual Clients (eCaST Amount)

CDPHE will set the expenditure cap for Health Navigation and Clinical Services to individual clients for the Contractor for each budget period. CDPHE may increase or decrease the Contractor expenditure cap at its sole discretion based on the Contractor's spending rate. The Contractor may request to increase or decrease this expenditure cap. Once the expenditure cap is reached or the share of program funds are fully expended, the State will not reimburse for additional expenses incurred by the Contractor unless CDPHE opts to increase the cap.

3. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have thirty (30) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

EXHIBIT A

- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies.
4. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.
- The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
5. The Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 16, Contract Modifications, of this Contract.
6. The Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
7. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
8. The Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
9. Notwithstanding the terms contained in Section 10, Insurance, of this Contract, the parties agree to add the following language to the end of Paragraph vi:
- vii. The Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Contract and for at least two (2) years beyond the completion and acceptance of the work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.
10. If Contractor indicates full expenditure of funds under this Contract by March 29 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 29 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by March 29, CDPHE will reallocate unspent funds without any penalties to the Contractor.
11. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.
12. Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

EXHIBIT A

13. Neither the U.S. Department of Health and Human Services (HHS) nor the Centers for Disease Control (CDC) logo may be displayed on any conference materials if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA).
14. Notwithstanding the terms contained in the Section 8, Confidential Information-State Records, Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.
15. The Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies, or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

EXHIBIT B

STATEMENT OF WORK
To Original Contract Number 2023*2302

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

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

II. Project Description:

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

Citizens of Colorado in the Contractor's service area will benefit from this project by receiving cancer screening prevention and early detection services. CDPHE is funding this project to meet the goal of reducing cancer health disparities, morbidity and mortality in Colorado by increasing cancer screening and early detection.

III. Definitions:

1. Action Plan: Identifies the strategy(ies) the Contractor is approved to plan or implement and the detailed steps the Contractor will take to address the objectives of this agreement.
2. CDPHE: Colorado Department of Public Health and Environment.
3. CDPHE-Paid Clinical Services: The Clinical Services component of the Health Navigation and Clinical Services strategy funds breast and cervical cancer screening and diagnostic procedures for eligible, low-income uninsured or underinsured clients.
4. CDPHE Contract Monitor: CDPHE staff member assigned to monitor the contract.
5. Health navigation: Individualized assistance offered to clients to help overcome health care system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.

IV. Work Plan:

Goal #1: Facilitate health care services among people who face barriers to good health.	
Objective #1: No later than the expiration date of this contract, reduce cancer health disparities, and morbidity and mortality rates, in Colorado by increasing cancer screening among CDPHE-identified priority populations, especially CDPHE-paid Clinical Services eligible women.	
Primary Activity #1	The Contractor shall, in collaboration with the CDPHE Contract Monitor, draft an action plan outlining: <ol style="list-style-type: none"> 1. the strategy(ies) (community outreach; health navigation and clinical services) in which the project will focus; 2. the detailed steps which the Contractor shall take to address the objectives of this agreement.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall record their approval by signing the final action plan agreed upon with CDPHE. 2. The Contractor shall update the action plan at a minimum annually.

EXHIBIT B

	3. The Contractor shall record their approval by signing the action plan each time it changes.
Primary Activity #2	The Contractor shall implement one or more strategies and sub-strategies to address cancer prevention and early detection in Colorado.
Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall implement at least one (1) of the following strategies and sub-strategies to address cancer prevention and early detection in Colorado, as approved by CDPHE in the action plan. <ol style="list-style-type: none"> a. Community outreach b. Health navigation and clinical services <ol style="list-style-type: none"> i. Health navigation only among eligible uninsured/underinsured clients ii. Health navigation and CDPHE-paid clinical services among eligible clients 2. The Contractor shall report required data related to the strategies listed in the approved action plan.
Primary Activity #3	The Contractor shall participate in CDPHE-required meetings.
Primary Activity #4	The Contractor shall complete Progress Reports.
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance. 3. The Contractor shall comply with all requirements stated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. This document is incorporated and made part of this contract by reference and is available on the following website: https://cancerplan.colorado.gov/help-for-grantees. 4. The Contractor shall use all CDPHE-required forms and templates. 5. The Contractor shall submit all final data and reports as non-reimbursable deliverables. 6. The Contractor shall comply with all program activities and requirements stated in the action plan and its referenced documents. 7. The Contractor shall comply with mandatory program reporting processes such as online written reports, data submission or progress calls at an interval outlined in the action plan.

EXHIBIT B

	<ol style="list-style-type: none"> 8. The Contractor shall report required data related to the strategies listed in the approved action plan within 30 days of service delivery and no later than 60 days after the end of the performance period. 9. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, training, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 10. The Contractor shall adhere to the following requirements for the action plan: <ol style="list-style-type: none"> a. Develop an annual action plan to adopt and implement prioritized strategies approved by CDPHE. CDPHE will inform the Contractor of necessary modification or provide approval of the action plan within 30 business days. b. Modify the action plan in collaboration with the CDPHE Contract Monitor, as needed. c. Obtain approval from CDPHE prior to beginning activities outlined in the action plan. d. Use the action plan developed with CDPHE. e. CDPHE’s evaluation of the Contractor’s performance will be determined by the Contractor’s adherence to the established action plan. 11. CDPHE will provide the Contractor with the Progress Report template that requires the reporting on strategies and tasks listed in the approved action plan. 12. The Contractor shall identify and support key personnel as outlined in the action plan and referenced documents. 13. The Contractor shall communicate with CDPHE within 15 days of a change in key staff responsible for the performance of work during the contract period. 14. The Contractor shall plan to have new staff members receive required training within two (2) months of hire. 15. The Contractor shall comply with CDPHE evaluation and performance measurement efforts. 16. The Contractor shall collect required evaluation and program monitoring data. 17. The Contractor shall submit all deliverables to CDPHE via the method indicated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. 18. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall include the following: <ol style="list-style-type: none"> a. How the gift card inventory is tracked and maintained? b. Gift card storage and safeguards against theft c. The primary person responsible for securing and distribution of gift cards d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient.
<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Increased number of individuals screened for CDPHE-approved cancers. 2. Increased number of quality of CDPHE-approved cancer screenings provided within priority populations

EXHIBIT B

	<ol style="list-style-type: none"> 3. Analysis of programmatic data submissions. 4. Assessments, data submissions, along with evaluation information. 	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Progress Reports. 2. CDPHE received programmatic data submissions. 3. CDPHE received assessments, along with evaluation information. 	
		Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall submit an action plan that includes each of the strategies selected and referenced in this Statement of Work. 	No later than the first business day in March in the first budget period of the contract, and then the first business day in August, annually.
	<ol style="list-style-type: none"> 2. The Contractor shall submit a signed action plan. 	Within 15 calendar days after CDPHE approval of the initial or modified action plan.
	<ol style="list-style-type: none"> 3. The Contractor shall submit CDPHE-approved Progress Report. 	No later than 3/15 in the first budget period of the contract, and no later than 1/15 annually.

V. Monitoring:

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

VI. Resolution of Non-Compliance:

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



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County Department of Health and Human Services	Program Contact Name, Title, Phone and Email	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
Budget Period	1/1/2023 - 6/29/2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise Finance Dept 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2302

Expenditure Categories						
Personal Services						
Salaried Employees						
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
Personal Services						
Hourly Employees						
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE	
Nurse	For HNCS: Participate in required training and education, and assist in increasing eligible population.	\$ 38.50	\$ 13.90	30.00	\$1,572.00	
Nurse Practitioner	Participate in required trainings, webinars, patient care, other program related activities. Also performs clinical oversight.	\$ 34.87	\$ 12.50	31.00	\$1,468.47	
Total Personal Services (including fringe benefits)						\$3,040.47
Supplies & Operating Expenses						
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE		
Operating/supplies	For HNCS. Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection Funding Opportunities website: https://cdphe.colorado.gov/cancer/cancer-prevention-funding-opportunities/health-system	\$ 400.00	1.00	\$400.00		
Postage	For HNCS. Postage for mailing of small media to targeted zip codes, reminder letters. Estimated at \$0.65/each for a total of 50 pieces.	\$ 0.65	50.00	\$32.50		
Registration	For HNCS. Registration costs for staff to attend relevant trainings, including the Colorado Health Navigator Assessment for health navigators. Estimated at \$375.00/training for a total of 2 trainings.	\$ 375.00	2.00	\$750.00		
Translation and Interpretation Services	For HNCS: Translation of outreach materials as needed for culturally and linguistically appropriate relevant small media and education materials to be distributed for educational benefits of the community. Interpretation during educational sessions and events and other meetings. Estimated at \$22.50/item or event for a total of 25 items/events.	\$ 22.50	25.00	\$562.50		



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2302

Contractor Name	Gunnison County Department of Health and Human Services	Program Contact Name, Title, Phone and Email	Joni Reynolds Director of Health and Human Services 970-641-3244 jreynolds@gunnisoncounty.org
Budget Period	1/1/2023 - 6/29/2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise Finance Dept 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2302

Office Supplies	For HNCS: Office supplies (not included in indirect). Estimated at \$16.66/month for 6 months.	\$ 16.66	6.00	\$99.96
Participant support costs	HNCS. Gift cards to reduce the barrier of adult or child care costs or food or grocery gift cards to reduce barriers to screening. Estimated \$30.00/card for a total of 5 cards.	\$ 30.00	5.00	\$150.00
Total Supplies & Operating				\$1,994.96
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Meals	For HNCS. Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is \$66.00 per person per day for 5 days.	\$ 66.00	5.00	\$330.00
Mileage	For HNCS. Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is \$0.65/mile for an estimated 200 miles.	\$ 0.65	200.00	\$130.00
Lodging	For HNCS. Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 1 person @ \$200/night for 3 nights.	\$ 200.00	3.00	\$600.00
Participant travel expenses	For HNCS. Taxi, Uber and Lyft vouchers (3 x \$20) or gas cards (3 x \$20) to assist participants in traveling to health system for screening.	\$ 20.00	6.00	\$120.00
Total Travel				\$1,180.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Karen Adamson, WHNP	For HNCS: Colposcopy provider, to train staff in proper screening procedures for WWC program requirements. \$50.00/hour for an estimated 18 hours of training.	\$ 50.00	18.00	\$900.00
Total Contractual				\$900.00
SUB-TOTAL OF DIRECT COSTS				\$7,115.43
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
CDPHE-Negotiated Indirect Cost Rate	Gunnison County's indirect cost rate for CY2022 is 24.18% of Total Direct Costs excluding capital expenditures, rent and participant incentives.			\$1,691.57
Total Indirect				\$1,691.57
TOTAL				\$8,807.00

Federal Provisions – Colorado Cancer Prevention and Control

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: **Gunnison County Department of Health and Human Services.**
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **NU58DP007167**.
- d. The Federal award date is **5/26/2022**.
- e. The subaward period of performance start date is **6/30/2022** and end date is **6/29/2027**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
6/30/2022 - 6/29/2023	\$5,592,359.00	\$4,333,418.00

- g. Federal award title of project or program: **Colorado Cancer Prevention and Control**
The name of the Federal awarding agency is: **Department Of Health And Human Services** and the contact information for the awarding official is **Karen Boone, Email: ikn7@cdc.gov, Phone: 770-448-3087**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Emily Kinsella, Women’s Wellness Connection (WWC) Program Manager, emily.kinsella@state.co.us.
 - h. The Catalog of Federal Domestic Assistance (CFDA) number is **93.898** and the grant name is **Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations.**
 - i. This award **is not** for research & development.
 - j. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
 - k. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

Exhibit D

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Exhibit D

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - j. Where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - l. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. If applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. The Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument.

Exhibit D

- CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
 - 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
 - 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
 - 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
 - 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Black Dragon Deve

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Construction manager agreement for Zugelder renovation

Fiscal Impact: 497,000

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st 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 Black Dragon Development whose address is P.O. Box 579, Crested Butte, Colorado 81224 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Renovation of Zugelder Building (“Services”).

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025 unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Facilities Maintenance 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 Hundred Ninety Seven Thousand and No/100 U. S. Dollars (\$497,000). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, nonrenewal 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).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars

(\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

8. 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. 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.

10. 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, § 2410-101, 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: Black Dragon Development
P.O. Box 579
Crested Butte, Colorado 81224

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.

20. 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.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

22. 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.

23. 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.

24. 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Clerk Deputy

CONTRACTOR

Black Dragon Development LLC

By:  _____

Its managing member

APPENDIX "A"

SCOPE OF SERVICES

Renovation per Zugelder Library Remodel Plans provided by Ben White Architecture dated 6/10/2024. Modifications to the plans may be authorized by the County representative to maintain budget and as required to provide for tenant needs.

Rates billed as described below:

Carpentry labor \$63/hr

Dumpster \$850/load

Superintendent \$87.50/hr

Small tools, blades and consumables reimburse at cost

Overhead 10% of cost

Contractor fee 10% of cost

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement; Terra Vista Su

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Development Improvement Agreement for application of Land Use Change Permit No: 2019-00013 regarding the development of a tract of land identified by the Gunnison County Assessor as Parcel No. 3701-250-00-108. into six new parcels. with one entrance from State Highway 135

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/10/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
TERRA VISTA SUBDIVISION

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT (“Agreement”) is entered into this 15th day of April, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (“Gunnison County”) and John and Mary Lou Gregory, whose address is P.O. Box 81, Crawford, CO 81415 (“Developer”).

1. Purpose. The Developer submitted to Gunnison County the Developer’s application for Land Use Change Permit No: 2019-00013 regarding the development of a tract of land identified by the Gunnison County Assessor as Parcel No. 3701-250-00-108 located generally adjacent to State Highway 135 and consisting of approximately 3.42 acres, into six new parcels, with one entrance from State Highway 135 providing shared access to all lots (the “Project”).

The Project is located within the Northern ½, Southwest 1/4, Section 25, Township 50 North, Range 1 West, N.M.P.M., County of Gunnison, State of Colorado, as identified on the plat titled *Terra Vista North Subdivision Within SW1/4 of Section 25, T50N, R1W, N.M.P.M., Gunnison County, Colorado*, prepared by Pearson Surveying, dated January 18, 2023, and recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 19th, 2023, bearing Reception No: 694529.

As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below (the “Improvements”) to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer’s performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County’s approval of such Land Use Change Permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County's issuance of its approval of the Land Use Change Permit No: 2019-00013 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No: 2019-00013, as legal and valid and waives any defect therein.

3. Construction.

- A. The Developer agrees to complete construction of Improvements as identified in paragraph 7 below within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than June 30, 2026. Acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.
- B. The completion deadlines set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require Developer to provide, at Developer's cost, supplemental estimates by Developer's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.
- C. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third-party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

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

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be Sixty-Seven Thousand, Eight Hundred Nine and 17/100 U.S. Dollars (\$67,809.17) plus a contingency amount.

5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of Eighty-Four Thousand, Seven Hundred Sixty-One and 46/100 U.S. Dollars (\$84,761.46) which is 125 percent of the currently estimated cost of the Improvements to include a reasonable contingency amount. If said security is in the form of cash, it will be placed by Gunnison County in an interest-bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

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

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of Eighty-Four Thousand, Seven Hundred Sixty-One and 46/100 U.S. Dollars (\$84,761.46), upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7.C.

6. Certification.

A. Not later than June 30, 2026, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding the Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer

and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than June 30, 2026, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. Scope of Work.

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

1. Those improvements described and illustrated in the following plans:
 - a. *Plat of Terra Vista North Subdivision, Within SW1/4 of Section 25, T50N, R1W, N.M.P.M. County of Gunnison, State of Colorado*, prepared by Timothy E. Pearson, P.L.S., Pearson Surveying, dated October 24, 2023, recorded at rec. no. 694529 and incorporated herein by reference as Appendix A; and
 - b. *Terra Vista Sewer Plan*, prepared by SB Design and Drafting, dated February 24, 2025, and attached hereto and incorporated as Appendix B; and
 - c. *Gregory Subdivision Construction Plan*, prepared by TNZ, dated September 28, 2019, attached hereto and incorporated herein by reference as Appendix C; and
2. All items identified in the estimate of probable cost titled: *Estimate 1140*, prepared by All Weather Earthworks, Inc., dated January 19, 2024, attached hereto and incorporated herein by reference as Appendix D;
3. All items identified in the estimate of probable cost titled: *Estimate 1153*, prepared by All Weather Earthworks, Inc., dated March 11, 2024, attached hereto and incorporated herein by reference as Appendix E (distributing the sewer line throughout the Project site);
4. All items identified in the estimate of probable cost titled: *Estimate 1152*, prepared by All Weather Earthworks, Inc., dated March 9, 2024, attached hereto and incorporated herein by reference as Appendix F (improving the roadway upon the Project site);

5. Compliance with Board of County Commissioners of Gunnison County Resolution No. 23-21, recorded at rec. no. 694081; and
6. Compliance with the terms and conditions of Administrative Certificate No. 4, Series 2021, recorded at Gunnison County rec. no. 672895; and to include noxious weed control to the satisfaction and approval of the Gunnison County Weed Coordinator.

B. The conditions of this Agreement and Land Use Change Permit No: 2019-00013 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7.C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the completion and acceptance by Gunnison County of Improvements, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to Sixteen Thousand Nine Hundred Fifty-Two and 29/100 U.S. Dollars (\$16,952.29), equal to twenty percent (20%) of the security, for up to one year following the acceptance of Improvements, as security to ensure such repair and replacement.

D. Developer's obligation to complete the Scope of Work will require the installation of an underground sewer line system including sewer lines and manholes, as described in that certain Grant of Perpetual Easement dated April 27, 2007, and recorded in Gunnison County's official records on May 9, 2007, as Reception No. 575107 (the "Easement"). Gunnison County temporarily assigns its rights, duties, and obligations under the Easement to Developer for the sole and limited purpose of completing the Scope of Work described in paragraph 7 of this Agreement within the scope of the Easement. Such assignment automatically terminates upon the expiration of all obligations under this Agreement or on June 30, 2027, whichever comes earlier. Developer cannot further assign or otherwise transfer such assignment, and there are no third-party beneficiaries of such assignment. Developer 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, causes of action (including reasonable attorney's and expert's fees and costs), loss, cost, or expense arising from the Developer's work pursuant to the assignment of the Easement. Developer agrees it is not acting as an agent, partner, joint venture or employee of Gunnison County, and that it does not have authority to bind Gunnison County in any manner whatsoever. 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 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.

8. Partial Release of Security.

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

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

9. Developer's Default. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Developer pursuant to Section 10 below. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within fourteen (14) days following such notice, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

- A. To specifically enforce the terms and conditions of this Agreement;
- B. To draw upon or otherwise obtain the benefit of the security;
- C. To exercise any other rights and obtain any other remedies provided by law
- D. To obtain from the Developer either an extension of Gunnison County's security hereunder to guarantee the completion of the Improvements only on the conditions: (1) that suitable additional security is provided to Gunnison County to guarantee the construction of said Improvements within the new time period determined by Gunnison County; and (2) that Gunnison County determines that it would not be detrimental to the interest of Gunnison County, the public or the owners of property within the Project to allow such extension; and (3) that

Gunnison County determines that it would not be in conflict with the conditions of the approved Land Use Change Permit.

- E. To engage a manager to supervise the completion of improvements as identified herein. The costs incurred for hiring a manager shall be the responsibility of the Developer and may be withdrawn by Gunnison County from the security. Furthermore, all Gunnison County staff time spent thereafter on this Project shall be calculated at an hourly rate and shall be charged to the Developer and may be withdrawn from security.

10. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by facsimile communication to the required party at the following addresses:

Gunnison County: Board of Gunnison County Commissioners
of the County of Gunnison, Colorado
c/o Gunnison County Attorney
200 East Virginia
Gunnison, CO 81230

Developer: John and Mary Lou Gregory
P.O. Box 81
Crawford, CO 81415

With a copy to: Huckstep Law LLC
c/o Aaron J. Huckstep
P.O. Box 2958
Crested Butte, CO 81224

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

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

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

14. Title and Authority. The Developer expressly warrants and represents to Gunnison County that it is the record owner of the real property constituting the Project, and further

represents and warrants, that the undersigned individual has full power and authority to enter into this Agreement. The Developer understands that Gunnison County is relying on such representations and warranties in entering into this Agreement.

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

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

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

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

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

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

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

[Signature Page Follows]

[Signature Page of Board of County Commissioners to Development Improvements Agreement]

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

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

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Gunnison County Clerk

[Signature Page of Developer to Development Improvements Agreement]

DEVELOPER:

[Signature]
By: John Gregory

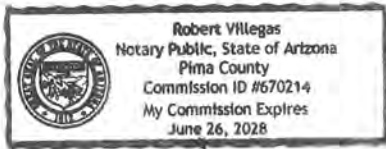
[Signature]
By: Mary Lou Gregory

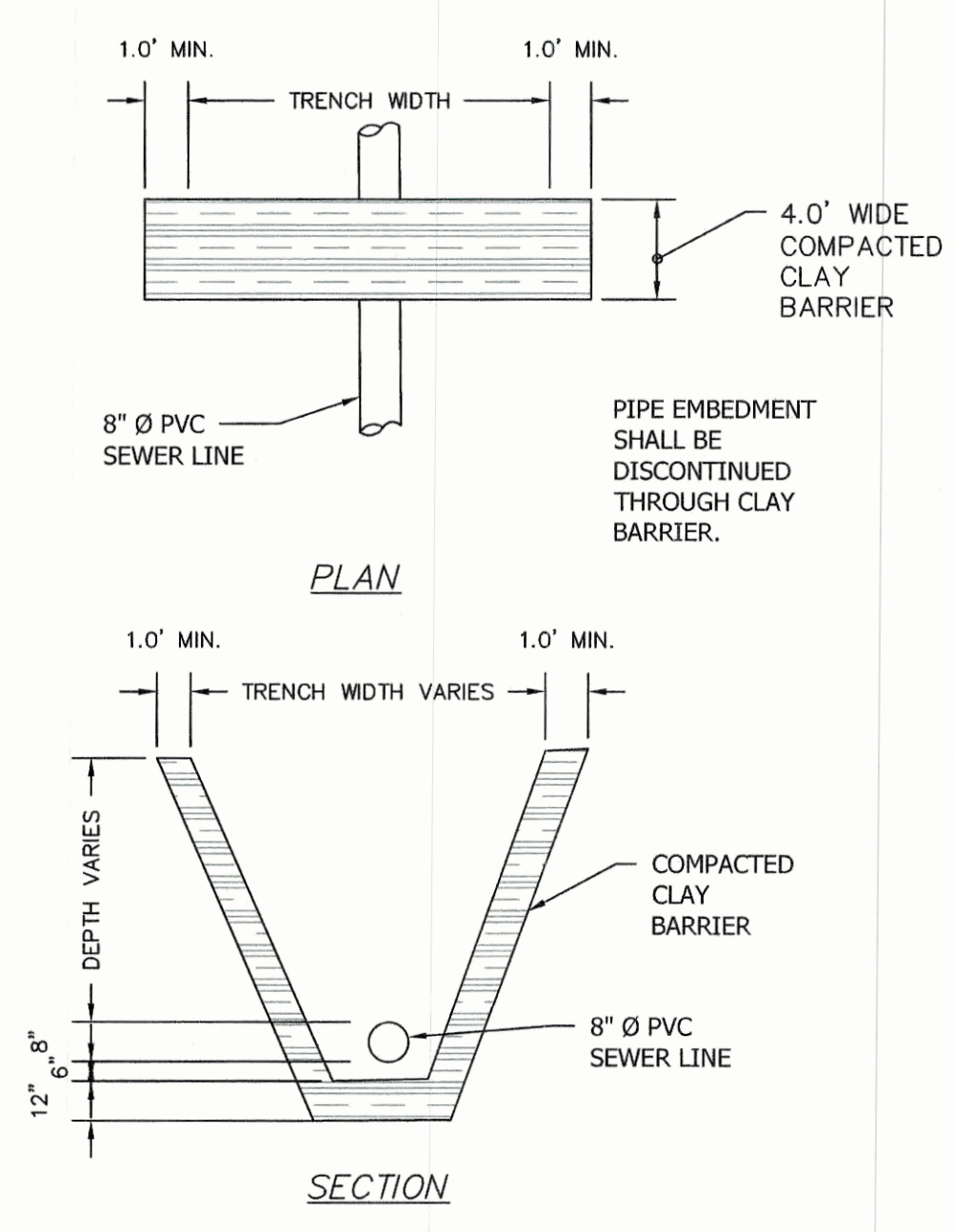
STATE OF ^{Arizona} COLORADO)
COUNTY OF Pima) ss.

The foregoing instrument was acknowledged before me this 22 day of March,
^{PLG} 2024, by John Gregory and Mary Lou Gregory, the Developer herein.
2025

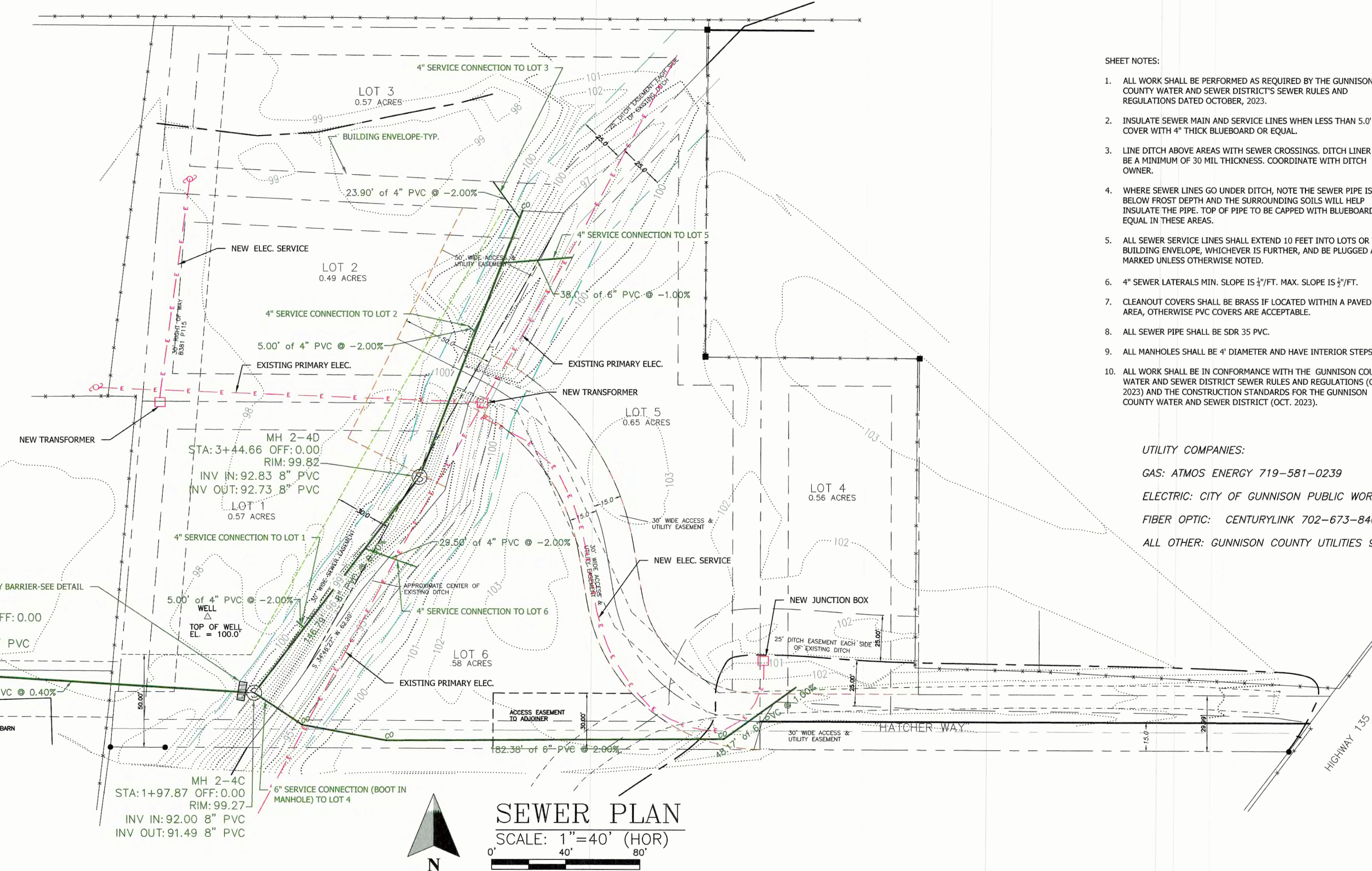
Witness my hand and seal.
My commission expires: June 26, 2028.

[Signature]
Notary Public
Address: 190 W Continental Rd Ste 216
Green Valley, AZ 85622





GROUND WATER BARRIER DETAIL
SCALE: N.T.S.

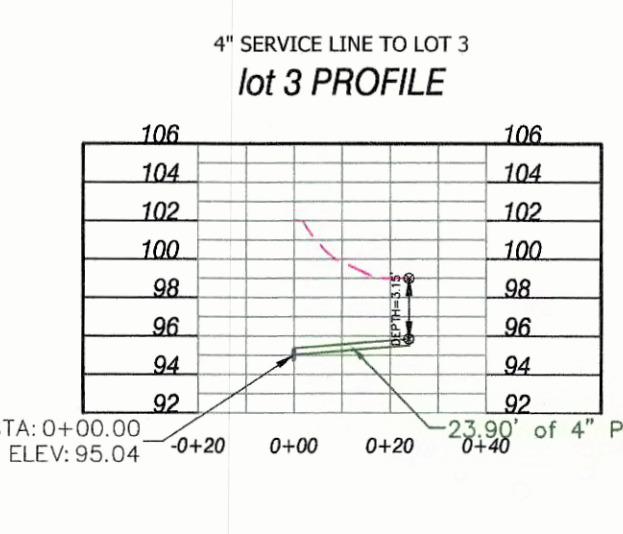
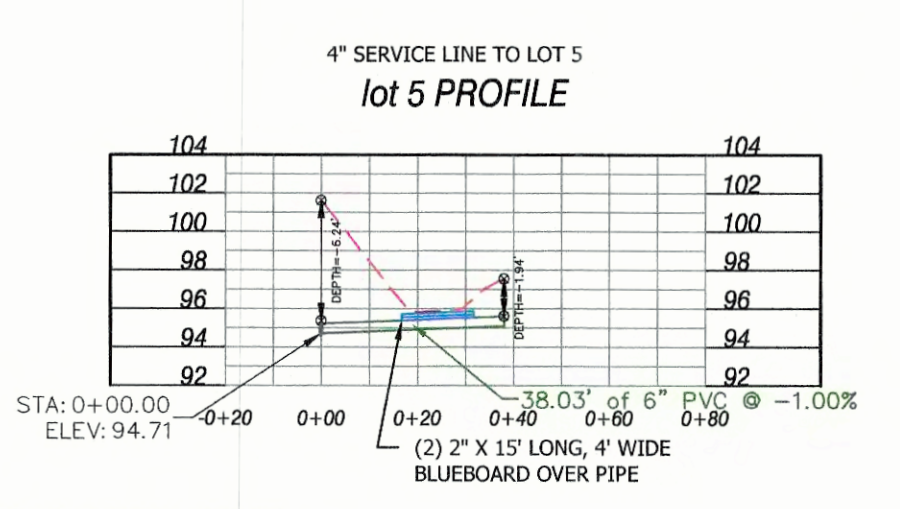
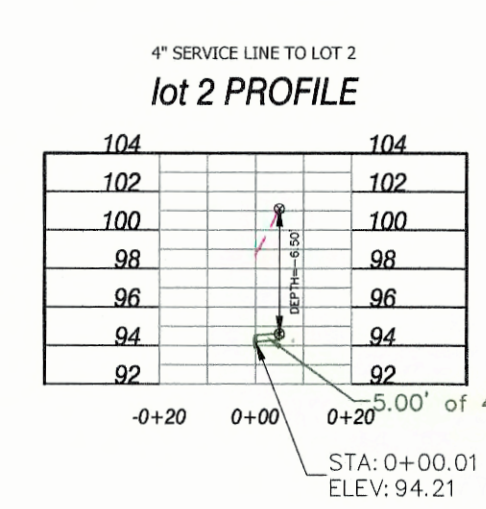
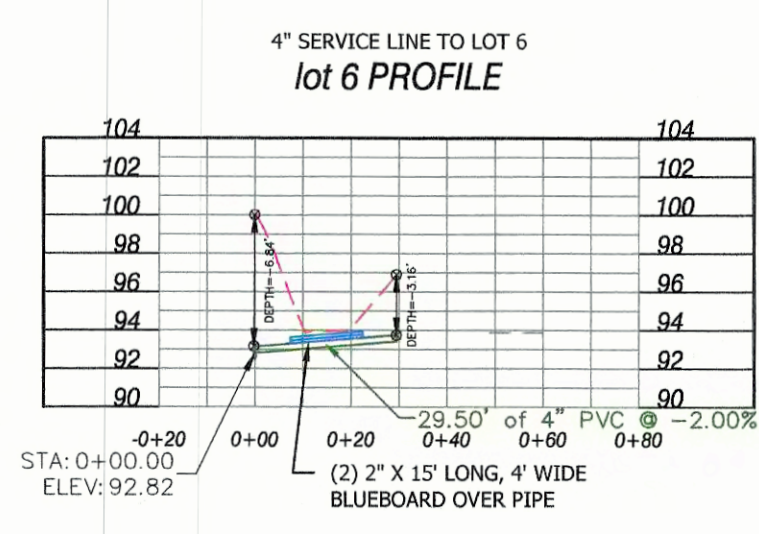
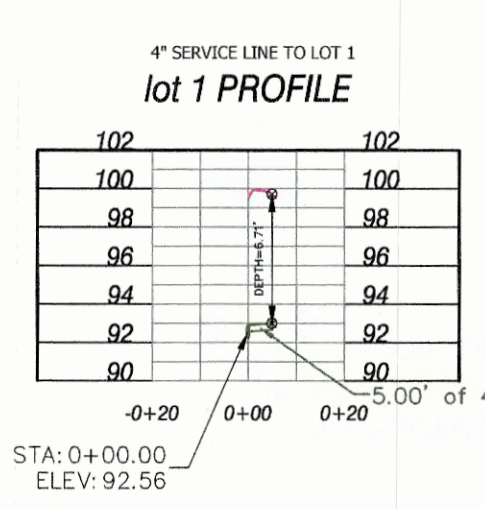
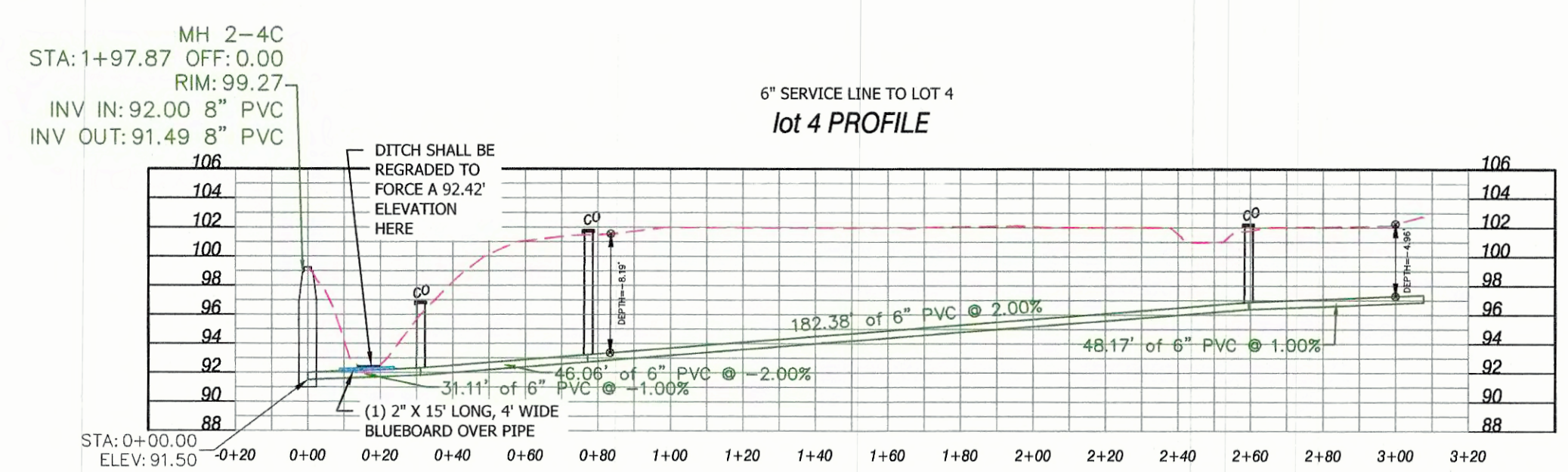
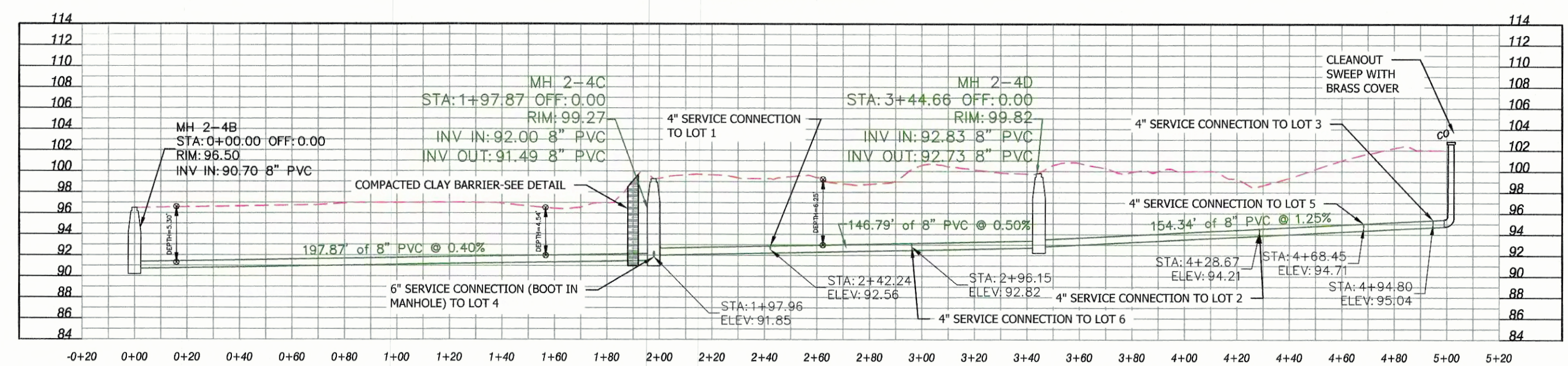


SEWER PLAN
SCALE: 1"=40' (HOR)
SCALE: HORIZ. 1" = 40'

- SHEET NOTES:
- ALL WORK SHALL BE PERFORMED AS REQUIRED BY THE GUNNISON COUNTY WATER AND SEWER DISTRICT'S SEWER RULES AND REGULATIONS DATED OCTOBER, 2023.
 - INSULATE SEWER MAIN AND SERVICE LINES WHEN LESS THAN 5.0' OF COVER WITH 4" THICK BLUEBOARD OR EQUAL.
 - LINE DITCH ABOVE AREAS WITH SEWER CROSSINGS. DITCH LINER TO BE A MINIMUM OF 30 MIL THICKNESS. COORDINATE WITH DITCH OWNER.
 - WHERE SEWER LINES GO UNDER DITCH, NOTE THE SEWER PIPE IS BELOW FROST DEPTH AND THE SURROUNDING SOILS WILL HELP INSULATE THE PIPE. TOP OF PIPE TO BE CAPPED WITH BLUEBOARD OR EQUAL IN THESE AREAS.
 - ALL SEWER SERVICE LINES SHALL EXTEND 10 FEET INTO LOTS OR TO BUILDING ENVELOPE, WHICHEVER IS FURTHER, AND BE PLUGGED AND MARKED UNLESS OTHERWISE NOTED.
 - 4" SEWER LATERALS MIN. SLOPE IS 1/4" FT. MAX. SLOPE IS 1/2" FT.
 - CLEANOUT COVERS SHALL BE BRASS IF LOCATED WITHIN A PAVED AREA, OTHERWISE PVC COVERS ARE ACCEPTABLE.
 - ALL SEWER PIPE SHALL BE SDR 35 PVC.
 - ALL MANHOLES SHALL BE 4' DIAMETER AND HAVE INTERIOR STEPS.
 - ALL WORK SHALL BE IN CONFORMANCE WITH THE GUNNISON COUNTY WATER AND SEWER DISTRICT SEWER RULES AND REGULATIONS (OCT. 2023) AND THE CONSTRUCTION STANDARDS FOR THE GUNNISON COUNTY WATER AND SEWER DISTRICT (OCT. 2023).

UTILITY COMPANIES:
GAS: ATMOS ENERGY 719-581-0239
ELECTRIC: CITY OF GUNNISON PUBLIC WORKS 970-641-8020
FIBER OPTIC: CENTURYLINK 702-673-8404
ALL OTHER: GUNNISON COUNTY UTILITIES 970-641-8565

8 inch main PROFILE



SEWER PROFILES
SCALE: 1"=40' (HOR), 1"=10' (VERT.)

By	Chkd
SLB	JG

SB DESIGN AND DRAFTING
Serving the Gunnison Valley
sbdesignanddrafting@gmail.com
719-331-3847

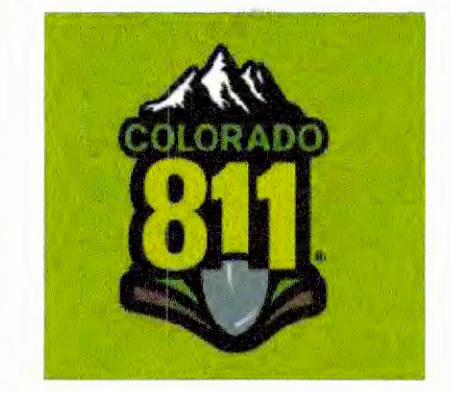
SANITARY SEWER PLAN & PROFILE
TERRA VISTA
NORTH SUBDIVISION
GUNNISON COUNTY, COLORADO



DATE: 2/24/2025

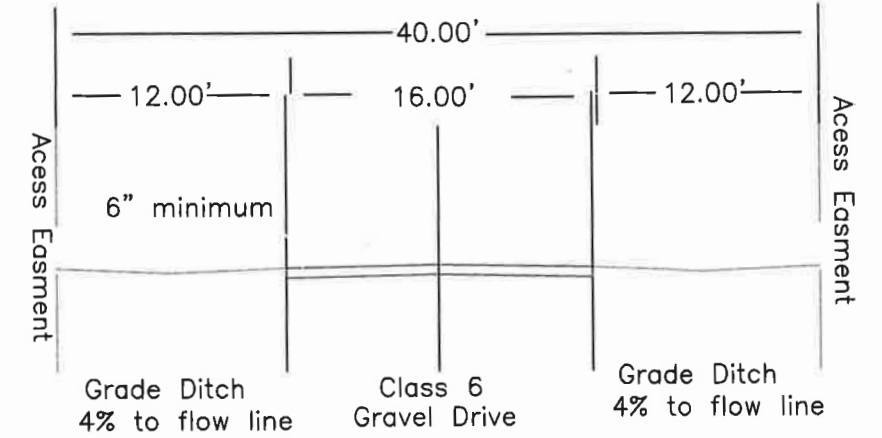
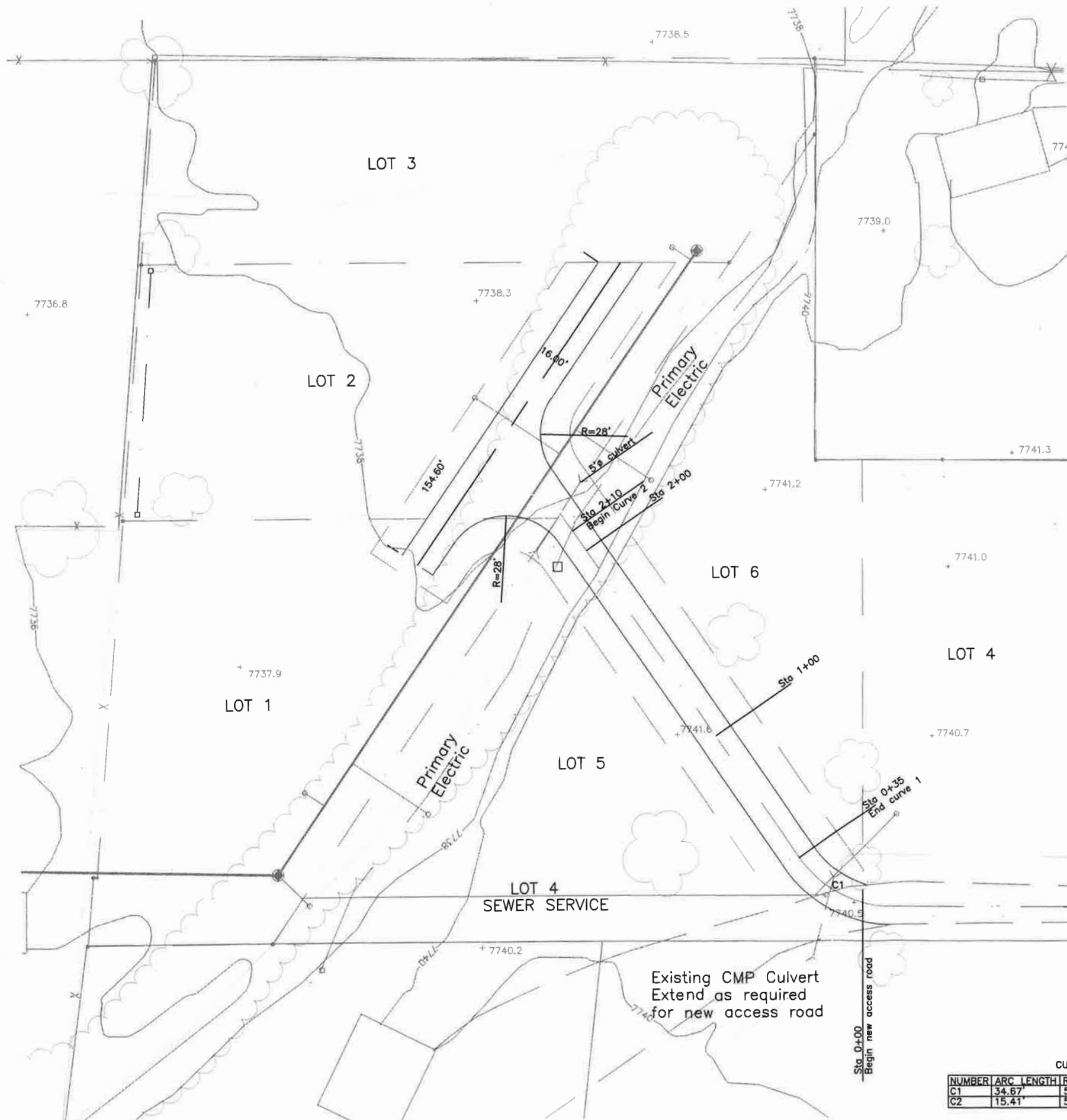
Designed	Drawn	Checked
SB	SB	JG

Scale: Horiz: SEE PLAN
Vert: N/A
Project No: 24-121524
Sheet: C1



GREGORY SUBDIVISION CONSTRUCTION PLAN

SCALE 1"=50'
Revised 9/28/19



ACCESS ROAD SECTION

SCALE 1"=10'

Strip all topsoil and organic material
Place 6" minimum of Class 6 road base
Compact road base to 95% optimum density

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	34.67'	50'	N 54°46'15" W	33.98'
C2	15.41'	50'	N 43°44'21" W	15.35'

HWY 135

All Weather Earthworks Inc.
 510 S. Wisconsin St.
 GUNNISON, CO 81230
 (970) 275-4455
 awearthworkskyle@outlook.com

Estimate 1140



ADDRESS John Gregory	DATE	TOTAL
	01/19/2024	\$11,567.85

P.O. NUMBER
 Phase 1, sewer main to property

ACTIVITY	QTY	RATE	AMOUNT
Mobilization of equipment to project	4	165.00	660.00
8" sewer pipe	1	1,792.35	1,792.35
Straight through man hole	1	2,740.50	2,740.50
Bedding material with trucking	1	1,325.00	1,325.00
Machinery hours and labor for the installation of 8" sewer main extension onto property. 114' estimated	1	1,900.00	1,900.00
Machinery hours for backfill and clean up of sewer line installation on Gladiotis's property.	1	1,900.00	1,900.00
Machinery hours and labor for the placement of man hole at current clean out.	1	1,250.00	1,250.00

Please send checks to
 All Weather Earthworks
 510 S. Wisconsin St.
 Gunnison, CO 81230

TOTAL	\$11,567.85
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THANK YOU.

Accepted By

Accepted Date

TERMS: A monthly FINANCE CHARGE at the rate of 1.5% will be charged on all account balance over 30 days.

Appendix D

ESTIMATE

All Weather Earthworks Inc.
510 S. Wisconsin St.
GUNNISON, CO 81230

aweearthworkskyle@outlook.com
(970) 275-4455



John Gregory

Bill to
John Gregory

Ship to
John Gregory

Estimate details

Estimate no.: 1153
Estimate date: 03/11/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Materials 8" SDR 35 pipe and associated materials for main sewer line from property boundary to lot 3 per plan		1	\$7,564.32	\$7,564.32
2.	Materials Man holes. One with 135°, one straight through		1	\$4,925.00	\$4,925.00
3.	Machinery Hours Machinery hours for the installation of man holes		1	\$2,500.00	\$2,500.00
4.	Machinery Hours Machinery hours for excavation and installation of 8" sewer main from property line to lot 3 per plan		1	\$16,741.50	\$16,741.50
5.	Materials Bedding material with trucking		1	\$2,748.00	\$2,748.00
6.	Materials Pressure boots and material for pre tapping for the future service lines		1	\$3,200.00	\$3,200.00

Total **\$37,678.82**

Ways to pay



ESTIMATE

All Weather Earthworks Inc.
510 S. Wisconsin St.
GUNNISON, CO 81230

awearthworkskyle@outlook.com
(970) 275-4455



John Gregory

Bill to
John Gregory

Ship to
John Gregory

Estimate details

Estimate no.: 1152
Estimate date: 03/09/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Machinery Hours Machinery hours to place, grade and compact on site stock pile of structural fill material to build up road sub grade. Motor grader, wheel loader and roller compactor.		1	\$6,400.00	\$6,400.00
2.	Services Material, labor and machinery hours to extend CMP as required to maintain a 16' wide driving surface.		1	\$1,950.00	\$1,950.00
3.	Materials 3/4" class 6 Road base		1	\$4,200.00	\$4,200.00
4.	Trucking Trucking road base		1	\$2,812.50	\$2,812.50
5.	Machinery Hours Machinery hours to lay, grade and compact road base.		1	\$3,200.00	\$3,200.00

Total **\$18,562.50**

Ways to pay



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Trade Contractor Agreement; Spallone Construction,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Finish remaining work to complete the parking lot and drainage improvements at the fairgrounds with the exception the asphalt

Fiscal Impact: 235,503

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/15/2025

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 15th day of April, 2025, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and Spallone Construction Inc., 435 Industrial Park Rd. Gunnison, CO 81230 ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the County and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule Performance and Payment Bond, Notice of Award; Notice to Proceed; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The County has appropriated the money necessary to fund this project. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Two Hundred Thirty Five Thousand Dollars (\$235,503.00) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the County requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, unless the Contractor is given written assurance by the County via an Amendment that lawful appropriations have been made by the County to cover the cost of the additional work.

Section 4. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

Section 5. Times and Methods of Payment.

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 6. Retainage. An amount equal to five percent (5%) of all progress payments shall be retained by the County until the Project is completed satisfactorily and finally accepted by the County.

Section 7. Final Payment. The County shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the County.

Section 8. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The County shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Contract and C.R.S. § 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the County for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the County and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 9. Commencement and Completion of Performance. This agreement shall run for the term of April 15, 2025 thru December 31, 2025. The services called for shall commence on April 15th, 2025 and end on May 30th, 2025. In the event Contractor fails to commence work within this time period, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

Section 10. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days' written notice of intent to terminate,
and

ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the County for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and the County may take over the work and prosecute the same to completion by agreement with another party or otherwise.

d. ***Pandemics.*** The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

Section 11. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 12. Independent Contractor. In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever. **Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

Section 13. Indemnification. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Contractor, or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 14. Insurance. The Contractor agrees to procure and maintain, during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Section 1 of Exhibit A. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 1 of Exhibit A, by reason of its failure to procure and maintain, during the life of this Contract, insurance in sufficient amounts, durations or types.

The Contractor shall procure and maintain, during the life of this Contract, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during Term of this Agreement. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the County's property during the policy period.

The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by Paragraph b. above shall be endorsed to include the County, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by Paragraph b. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and the coverages afforded under the policies. The completed certificate of insurance shall be on file with the County two (2) weeks prior to the date of the Contract and shall be sent to:

Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

It is the affirmative obligation of the Contractor to notify the County, as provided in this Contract, a copy of the notice, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Contract, and failure to do so shall constitute a breach of this Contract.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

Section 15. Performance and Payment Bond. Contractor shall provide to the County, prior to commencement of performance, a Performance and Payment Bond acceptable to the County in the full amount of Two Hundred Eight Thousand Four Hundred Dollars (\$235,503.00), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor shall obtain such bond on the County's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the County and any manufacturer or supplier.

Should an Extension(s) or Amendment(s) be completed on this Agreement that increases the amount of the compensation, the Contractor shall request additional bonding capabilities from their Bonding Agent to reflect the amended contract amount as required by C.R.S. § 38-26-106 and the Contractor shall be responsible for paying any fees associated with the increase in the bonding amount. The County shall not be responsible for nor pay for any bonding fee increases.

Section 16. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management

statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Section 17. Prohibited Terms. Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

Section 18. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the County, as provided by this Agreement.

Section 19. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the County, Contractor shall disburse the same immediately to subcontractors without any requirement of the County to supervise the same. The County may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

Section 20. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the County along with the County's written assurance that lawful appropriations have been made by the County to cover the cost of any additional work or materials described in the change order and an Amendment has been completed.

Section 21. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 22. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the County may promulgate at any time for the safe, orderly and efficient conduct of all operations.

b. The County shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions and rented items stored on the job site, and for protection of the Project, and shall hold the County and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

g. Contractor agrees to report immediately to the County, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 23. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 24. Nondiscrimination. The Contractor will take affirmative action to not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry, as provided by Colo. Rev. Stat. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

Section 25. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 26. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 27. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security

inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

Section 28. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

Section 29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 30. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR:

By:



Mike Spallone VP

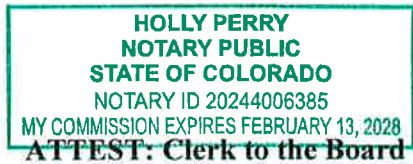
[name/title]

STATE OF Colorado)
)ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 11th day of April,
2025, by Michael Spallone, as Vice President of Spallone
Construction.

My commission expires: 2/13/28.

SEAL



Holly Perry
Notary Public

GUNNISON COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and United Companies.

Project Number; Name: Fairgrounds Parking Lot Asphalt.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: _____, 20____, (this is a workable working day contract; and shall be completed within _____ workable working days).

The services of the Contractor shall be completed, or shall end, by December 31, 2025, at which time the County shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- Phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.
- Hourly rate: \$ _____/hour or as outlined in the attached document.
- Lump sum payment upon completion:

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$235,503.00.

4. **Notices of Termination.** Notices of termination shall be given at least ten (10) days before the effective date of termination.

5. Additional Insurance Requirements.

Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand (\$1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand (\$1,000,000) each occurrence and aggregate. **Check box if required only.**

Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One

Million Dollars (\$1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

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

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

A Waiver of Workers' Compensation Insurance is required only when a Contractor is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. Addresses for Notices. The addresses for Notices are as follows:

To the County: Gunnison County Attorney's Office
 200 E. Virginia Ave
 Gunnison, CO 81230

AND

To the Contractor:

7. Special Conditions.

- No special conditions
- Special Conditions are as follows:



Gunnison County Fair Grounds Project Completion

Contract Item #	Estimated		Description	Unit Price	Total Price
	Quantity	Unit			
1	1	LS	Mobilization and Demobilization	\$ 14,500.00	\$ 14,500.00
6	98	LF	5' Wide Valley Pan	\$ 155.00	\$ 15,190.00
7	67	LF	Trench Drain	\$ 725.00	\$ 48,575.00
12	10	LF	Mountable Catch Curb	\$ 120.00	\$ 1,200.00
14	164	TONS	Class 6 Aggregate Base Course	\$ 42.00	\$ 6,888.00
16	1,016	SY	6" Thick Concrete Plaza	\$ 155.00	\$ 157,480.00
17	205	SY	Landscaped Median Lobes	\$ 85.00	\$ 17,425.00
18	415	LF	Fencing		\$ -
19	2	EA	Fence Gates		\$ -
Total					\$ 261,258.00 \$228,643

Add Alternate: 98 LF of 5' Wide Valley Pan \$15,190

Bond: \$6,860.00

This estimate includes the remaining items to finish per the original bid schedule with coordination with Gunnison County to confirm remaining scope. Included in the mobilization is a layout and elevation check on existing conditions, this is to confirm finishing work can be completed as close as possible to original design.

Concrete for the remaining work is included in the unit pricing. Items are expected to be billed on quantity and not on a lump sum basis.

Asphalt preparation on the south end of the project we need verification from either a surveyor or United Companies to confirm finish grade elevations prior to blue topping efforts. Blue topping will be completed to +/- .10', 2,5" below finish grade unless requested otherwise from United Companies.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Trade Contractor Agreement; United Companies; Faci

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract to place asphalt at Fairgrounds to complete parking lot project

Fiscal Impact: 208,400

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/11/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 15th day of April, 2025, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and United Companies 2273 River Road, Grand Junction, CO 81505 ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the County and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule Performance and Payment Bond, Notice of Award; Notice to Proceed; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The County has appropriated the money necessary to fund this project. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Two Hundred Eight Thousand Four Hundred Dollars (\$208,400.00) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the County requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, unless the Contractor is given written assurance by the County via an Amendment that lawful appropriations have been made by the County to cover the cost of the additional work.

Section 4. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

Section 5. Times and Methods of Payment.

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 6. Retainage. An amount equal to five percent (5%) of all progress payments shall be retained by the County until the Project is completed satisfactorily and finally accepted by the County.

Section 7. Final Payment. The County shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the County.

Section 8. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The County shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Contract and C.R.S. § 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the County for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the County and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 9. Commencement and Completion of Performance. This agreement shall run for the term of April 15, 2025 thru December 31, 2025. The services called for shall commence on April 15th, 2025 and end on May 30th, 2025. In the event Contractor fails to commence work within this time period, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

Section 10. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

- i. not less than ten (10) calendar days' written notice of intent to terminate, and
- ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the County for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and the County may take over the work and prosecute the same to completion by agreement with another party or otherwise.

d. **Pandemics.** The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

Section 11. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 12. Independent Contractor. In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever. **Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

Section 13. Indemnification. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Contractor, or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 14. Insurance. The Contractor agrees to procure and maintain, during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Section 1 of Exhibit A. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 1 of Exhibit A, by reason of its failure to procure and maintain, during the life of this Contract, insurance in sufficient amounts, durations or types.

The Contractor shall procure and maintain, during the life of this Contract, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during Term of this Agreement. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the County's property during the policy period.

The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by Paragraph b. above shall be endorsed to include the County, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by Paragraph b. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and the coverages afforded under the policies. The completed certificate of insurance shall be on file with the County two (2) weeks prior to the date of the Contract and shall be sent to:

Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

It is the affirmative obligation of the Contractor to notify the County, as provided in this Contract, a copy of the notice, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Contract, and failure to do so shall constitute a breach of this Contract.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

Section 15. Performance and Payment Bond. Contractor shall provide to the County, prior to commencement of performance, a Performance and Payment Bond acceptable to the County in the full amount of Two Hundred Eight Thousand Four Hundred Dollars (\$208,400.00), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor shall obtain such bond on the County's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the County and any manufacturer or supplier.

Should an Extension(s) or Amendment(s) be completed on this Agreement that increases the amount of the compensation, the Contractor shall request additional bonding capabilities from their Bonding Agent to reflect the amended contract amount as required by C.R.S. § 38-26-106 and the Contractor shall be responsible for paying any fees associated with the increase in the bonding amount. The County shall not be responsible for nor pay for any bonding fee increases.

Section 16. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management

statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Section 17. Prohibited Terms. Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

Section 18. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the County, as provided by this Agreement.

Section 19. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the County, Contractor shall disburse the same immediately to subcontractors without any requirement of the County to supervise the same. The County may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

Section 20. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the County along with the County's written assurance that lawful appropriations have been made by the County to cover the cost of any additional work or materials described in the change order and an Amendment has been completed.

Section 21. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 22. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the County may promulgate at any time for the safe, orderly and efficient conduct of all operations.

b. The County shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions and rented items stored on the job site, and for protection of the Project, and shall hold the County and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

g. Contractor agrees to report immediately to the County, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 23. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 24. Nondiscrimination. The Contractor will take affirmative action to not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry, as provided by Colo. Rev. Stat. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

Section 25. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 26. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 27. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security

inspections and audits. Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County’s PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

Section 28. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County’s right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

Section 29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 30. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR:

By: _____

[name/title]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 __, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

ATTEST: Clerk to the Board

GUNNISON COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and United Companies.

Project Number; Name: Fairgrounds Parking Lot Asphalt.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: _____, 20____, (this is a workable working day contract; and shall be completed within _____ workable working days).

The services of the Contractor shall be completed, or shall end, by December 31, 2025, at which time the County shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- Phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.
- Hourly rate: \$_____/hour or as outlined in the attached document.
- Lump sum payment upon completion: \$208,400.00.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$208,400.00.

4. **Notices of Termination.** Notices of termination shall be given at least ten (10) days before the effective date of termination.

5. Additional Insurance Requirements.

Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand (\$1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand (\$1,000,000) each occurrence and aggregate. **Check box if required only.**

Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One

Million Dollars (\$1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

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

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

A Waiver of Workers' Compensation Insurance is required only when a Contractor is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. Addresses for Notices. The addresses for Notices are as follows:

To the County: Gunnison County Attorney's Office
 200 E. Virginia Ave
 Gunnison, CO 81230

AND

To the Contractor:

7. Special Conditions.

No special conditions

Special Conditions are as follows:



2273 River Road
Grand Junction, CO 81505
(970) 243-4900

210 Road 390
Farmington, NM 87401
(505) 324-3900

839 MacKenzie Ave.
Cañon City, CO 81212
(719) 275-3264

To:	Gunnison County	Contact:	John Cattles
Address:	811 Rio Grande Avenue Gunnison, CO 81230	Phone:	
Project Name:	Fairground Drainage Improvements	Fax:	
Project Location:	Gunnison County Fairgrounds, Gunnison, CO	Bid Number:	23598
		Bid Date:	3/28/2025

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$10,400.00	\$10,400.00
13	Place 3" Of HMA - Includes Prep +/- .02'	1,000.00	TON	\$198.00	\$198,000.00
13.1	Pre-emergent If Required	1.00	LS	\$1,300.00	\$1,300.00

Total Bid Price: \$209,700.00

Notes:

- Price shown does not include Performance and Payment bond. Add 1% if bond is required.
- Base course work performed by others to be left at paving tolerances (+/- 0.02').
- This proposal is based on plans by SGM dated 05/03/2024.
- This proposal is based on performing work as described above.
- United Companies will be responsible for disincentives on roadway smoothness, in-place densities and asphalt content, if applicable. General Contractor will pass on without deductions any incentives for the same items.
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee for that pavement.
- Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2025 construction season.
- United Companies will not be responsible for damage to new or existing concrete we are forced to cross or work adjacent to during our asphalt paving operations. United Companies will make every effort to protect the concrete but ultimately it is the responsibility of the Owner and/or General Contractor to protect the concrete as needed.
- All erosion control & stormwater management BMP measures do not include maintenance or dismantling.
- This proposal is based on "spec" weather paving and conditions. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by United Companies
- The OMG Subcontract clearly states that the contract is based upon unit prices, with the total price based upon actual quantities, unless the price is clearly designated as "lump sum".
- Scheduling of work will be upon mutual consent between the owner and United Companies.
- This proposal does not include excavation or stabilization of soft areas. If soft conditions are discovered during the work, an engineered pavement section will be needed and upon receipt, a change order proposal will be prepared for authorization prior to proceeding with the work.
- The above price excludes engineering, staking, testing, traffic control, striping, stormwater management, permits and fees as applicable.
- Prices are valid for 30 days from the date of this proposal.
- The standard paving cut off date is 10/15/2025 in the Gunnison/Crested Butte area. Any paving done after 10/15/2025 will be by specific arrangement determined by weather and existing ground conditions.
- If owner contracts directly with an independent testing firm, immediate notification to United Companies of any failed test results will be required. United Companies to be copied on all testing performed by the independent testing firm.
- Pre-emergent controls many annual grasses and broadleaf weeds as they germinate but does not control established weeds. Russian knapweed, morning glory, alfalfa, etc. require weed killer treatment prior to disturbance of the soil. United Companies' warranty does not include weeds coming through the new asphalt mat.
- The above prices are valid contingent on the work being performed during the 2025 construction season. In the event that the work described within the signed proposal is not completed within the 2025 construction season, United Companies reserves the right to adjust the prices accordingly.

- Due to limited allocations of liquid asphalt cement by regional suppliers, United Companies can not guarantee our ability to acquire liquid asphalt for paving. Projects may be delayed until adequate supply of liquid asphalt becomes available.
- The above prices are based on the preliminary plans provided by the owner. Upon receipt of approved construction drawings, United Companies will revise the quantities and prices as necessary.
- Base course performed by others to be left at (+/- 0.10). No additional base will be brought in by United Companies.
- The terms and conditions stated below are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by contractor. This proposal must be accepted as provided and delivered to United Companies, 30 days from the above date, or it shall expire. To accept the terms of this proposal, sign below and return to United Companies.
- Finance Charge: A late charge of 18% per annum on the outstanding balance will be imposed upon all past due payments. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.
- In the event that United Companies is awarded the contract for this project, the Owner will be required to fill out a credit application from United Companies. The credit application must be approved by United Companies prior to starting work on the proposed project.
- Price does not include winter work or winter conditions (I.E. Snow removal, ground heaters, frost protection or winter production). We cannot be responsible for compaction of asphalt due to cold weather conditions. United Companies cannot guarantee any asphalt paving or compaction installed after Oct 1st of any calendar year: To be determined prior to paving.
- Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1 1/2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by UNITED COMPANIES in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by UNITED COMPANIES in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

- If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Mesa County, Colorado, and you waive any right to jurisdiction and venue in any other place.

• **STANDARD TERMS & CONDITIONS**

1. Applicability. These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "**Contract**"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.

2. Payment. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1 1/2%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. Taxes. Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. Suspension; Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

• **6. Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

7. Warranty. Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. Time. Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. Modification. No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. No Waiver. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. Damages. Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.

It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.

- **12. Indemnity.** Mutual indemnification to the extent allowed by law.
- **13. Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. Work Conditions: If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. Miscellaneous. Unless otherwise specified in writing, Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. All funds paid to Buyer from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

- **16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**
- If there are any issues with the work performed by United Companies, we must be notified in writing within seven (7) calendar days of completing the work. If no notice is received, the work will be deemed acceptable. Only the work performed by United Companies will be warranted a period of one year. If work by others fails and causes damage to United Companies work then the warranty is void.
- If United Companies is asked to pave out of specification, then there is no warranty or guarantee for that pavement.
- A deposit payment of 50% of the contract amount is required prior to scheduling the work as described in this proposal. The remaining balance is due upon completion of the work.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Oldcastle SW Group, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Greg Frazier 970-641-0951 greg.frazier@unitedco.com</p>
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Amending the Gunnison County Budget f

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2024 Budget Amendments for Gunnison County and LMD

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 4/8/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/8/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/8/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/15/2025

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2025-__

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 expenditures are increased in the amount of \$5,255,758 as detailed by account numbers on Appendix A attached.
2. Human Services Fund. The revenues are increased in the amount of \$79,300 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$83,500 as detailed by account numbers on Appendix A attached
3. Debt service Fund. The revenues are increased in the amount of \$134,905 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$134,905 as detailed by account numbers on Appendix A attached.
4. Risk Management Fund. The revenues are increased in the amount of \$12,230 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$12,230 as detailed by account numbers on Appendix A attached.
5. Capital Expenditures Fund. The revenues are increased in the amount of \$177,770 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$177,770 as detailed by account numbers on Appendix A attached.
6. Waste Water Fund. The revenues are increased in the amount of \$244,500 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$244,500 as detailed by account numbers on Appendix A attached.
7. ISF III Fund. The revenues are increased in the amount of \$1,737,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$1,737,000 as detailed by account numbers on Appendix A attached.
8. Public Trustee Fund. The revenues are increased in the amount of \$682,804 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$682,804 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 2024-49 respectively - for Gunnison County for the fiscal year beginning January 1, 2024 and ending

December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 15th day of April 2025.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Laura Pucket Daniels, Chairperson

By _____
Elizabeth Smith, Vice-Chairperson

By _____
Jonathan Houck, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
01814000	57808		INCREASE BUDGET	BJE 574	134,905.00			01	EXP
01814000	57834		INCREASE BUDGET	BJE 574	12,230.00			01	EXP
01814000	57843		INCREASE BUDGET	BJE 574	108,623.00			01	EXP
01814000	57872	G8140	INCREASE BUDGET	BJE 574	2,952,805.00			01	EXP
01814000	57872	G8170	INCREASE BUDGET	BJE 574	2,047,195.00			01	EXP
GENERAL FUND EXPENDITURES					5,255,758.00	-	5,255,758.00		
03380210	44248		INCREASE BUDGET	BJE 574		6,800.00		03	REV
03380220	44248		INCREASE BUDGET	BJE 574		40,500.00		03	REV
03380820	44248		INCREASE BUDGET	BJE 574		32,000.00		03	REV
HUMAN SERVICES FUND REVENUES					-	79,300.00	(79,300.00)		
03380210	57502		INCREASE BUDGET	BJE 574	11,000.00			03	EXP
03380220	57502		INCREASE BUDGET	BJE 574	40,500.00			03	EXP
03380820	57502		INCREASE BUDGET	BJE 574	32,000.00			03	EXP
HUMAN SERVICES FUND EXPENDITURES					83,500.00	-	83,500.00		
08825010	44801		INCREASE BUDGET	BJE 574		134,905.00			
DEBT SERVICE FUND REVENUES					-	134,905.00	(134,905.00)		
08825060	57610		INCREASE BUDGET	BJE 574	120,800.00				
08825060	57620		INCREASE BUDGET	BJE 574	12,105.00				
08825070	57640		INCREASE BUDGET	BJE 574	2,000.00				
BOND FUND EXPENDITURES					134,905.00	-	134,905.00		
34151000	44801		INCREASE BUDGET	BJE 574		12,230.00			
RISK MANAGEMENT FUND REVENUES					-	12,230.00	(12,230.00)		
34151000	59014		INCREASE BUDGET	BJE 574	12,230.00				
RISK MANAGEMENT FUND EXPENDITURES					12,230.00	-	12,230.00		
43809000	44261	G3850	INCREASE BUDGET	BJE 574		25,065.00			
43809000	44610		INCREASE BUDGET	BJE 574		12,606.00			
43809000	44715	G8065	INCREASE BUDGET	BJE 574		31,476.00			
43809000	44801	G3850	INCREASE BUDGET	BJE 574		108,623.00			
CAPITAL FUND REVENUES					-	177,770.00	(177,770.00)		
43809000	58320	G3850	INCREASE BUDGET	BJE 574	50,955.00				
43809000	58599		INCREASE BUDGET	BJE 574	126,815.00				
CAPITAL FUND EXPENDITURES					177,770.00	-	177,770.00		
50369020	44317		INCREASE BUDGET	BJE 574		12,000.00			
50369030	44317		INCREASE BUDGET	BJE 574		2,000.00			
50369050	44317		INCREASE BUDGET	BJE 574		5,000.00			
50369020	44318		INCREASE BUDGET	BJE 574		10,000.00			
50369020	44319		INCREASE BUDGET	BJE 574		40,000.00			
50369030	44319		INCREASE BUDGET	BJE 574		88,000.00			
50369010	44560		INCREASE BUDGET	BJE 574		2,500.00			
50369020	44560		INCREASE BUDGET	BJE 574		2,500.00			
50369030	44560		INCREASE BUDGET	BJE 574		2,500.00			
50369010	44610		INCREASE BUDGET	BJE 574		80,000.00			
WASTEWATER FUND REVENUES					-	244,500.00	(244,500.00)		
50369010	57482		INCREASE BUDGET	BJE 574	167,500.00				
50369020	57482		INCREASE BUDGET	BJE 574	77,000.00				
WASTEWATER FUND EXPENDITURES					244,500.00	-	244,500.00		
90801000	44610		INCREASE BUDGET	BJE 574		120,000.00			
90151000	44710		INCREASE BUDGET	BJE 574		245,000.00			
90801010	44710		INCREASE BUDGET	BJE 574		80,000.00			
90801040	44710		INCREASE BUDGET	BJE 574		52,000.00			
90801060	44710		INCREASE BUDGET	BJE 574		300,000.00			
90801010	44912		INCREASE BUDGET	BJE 574		880,000.00			
90801070	44929		INCREASE BUDGET	BJE 574		60,000.00			
ISF III FUND REVENUES					-	1,737,000.00	(1,737,000.00)		
90801010	57324		INCREASE BUDGET	BJE 574	160,000.00				
90801010	57354		INCREASE BUDGET	BJE 574	53,000.00				
90151000	57470		INCREASE BUDGET	BJE 574	240,000.00				
90801010	59014		INCREASE BUDGET	BJE 574	750,000.00				
90801020	59014		INCREASE BUDGET	BJE 574	20,000.00				
90801070	59014		INCREASE BUDGET	BJE 574	264,000.00				
90801010	59015		INCREASE BUDGET	BJE 574	250,000.00				
ISF III FUND REVENUES					1,737,000.00	-	1,737,000.00		
93116010	44329		INCREASE BUDGET	BJE 574		682,804.00			
PUBLIC TRUSTEE FUND REVENUES					-	682,804.00	(682,804.00)		
93116010	59043		INCREASE BUDGET	BJE 574	682,804.00				
PUBLIC TRUSTEE FUND EXPENDITURES					682,804.00	-	682,804.00		
GRAND TOTAL					8,328,467.00	3,068,509.00	5,259,958.00		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The 2022 Petition for Abatement is a denial for account R030724

Fiscal Impact:

Submitted by: Heather MacDonald

Submitter's Email Address: hmacdonald@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/4/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/4/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/4/2025

Consent Agenda

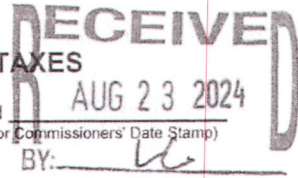
Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 4/15/2025

PETITION FOR ABATEMENT OR REFUND OF TAXES



County: _____

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: August 23 2024
Month Day Year

Petitioner's Name: Brian Watts

Petitioner's Mailing Address: PO Box 977
Crested Butte CO 81224
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>3255-120-02-044</u>	<u>65 Slate View Ln, Crested Butte, CO 81224</u>
	<u>LOT F, RIVER BEND SUBDIVISION</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2023 and 2022 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Please see attached sheet for estimates of Ad Valorem Tax values below:

Petitioner's estimate of value: \$ 5,451 (2023) and \$ 4,296 (2022)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Brian Watts
Petitioner's Signature

Daytime Phone Number (404) 376-1158

Email bwatts@gmail.com

By _____
Agent's Signature*

Daytime Phone Number (_____) _____

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.

The actual value in the Assessor's Recommendation section does not include 2023 value adjustments for residential and commercial properties. The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision. § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)					
		Tax Year <u>2023</u>			Tax Year _____		
		Actual	Assessed	Tax	Actual	Assessed	Tax
Original		<u>1,653,310</u>	<u>107,090</u>	<u>6,404.09</u>			
Corrected		<u>4,415,600</u>	<u>91,160</u>	<u>5,451.46</u>			
Abate/Refund		<u>237,780</u>	<u>15,930</u>	<u>952.63</u>			

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):
Sales support the value for 2022.

Chad [Signature]
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature _____ Date August 23 2024

Assessor's or Deputy Assessor's Signature _____ Date August 23 2024

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (~~being present~~—not present) and Petitioner _____ (~~being present~~—not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (~~agrees~~—does not agree) with the recommendation of the Assessor and the petition be (~~approved~~—approved in part—denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this ____ day of _____, 20____.

Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s): _____

Secretary's Signature

Property Tax Administrator's Signature

Date

2025 Gunnison County Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2021 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2021 and 2022 values is June 30, 2020, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	WATTS BRIAN
Account Number:	R030724
Parcel Number:	3255-120-02-044
Legal Description:	LOT F, RIVER BEND SUBDIVISION
Current Value:	\$1,032,070

ABATEMENT	Residential Sales Examples
2022	Inventory and Account Value Summary

OWNER: Watts, Brian
 65 Slate View Ln
 Crested Butte, CO 81224

ACCOUNT #: R030724
PARCEL #: 3255-120-02-044
ECONOMIC AREA: 6



	R030724	R030724	R013153	R015415
ACCOUNT NUMBER:	3255-120-02-044	3255-120-02-044	3255-120-02-019	3257-281-05-017
PARCEL NUMBER:	65 Slate View Ln	65 Slate View Ln	52 Slate View Ln	365 Shavano St
PROPERTY ADDRESS:	Riverbend Subdivision	Riverbend Subdivision	Riverbend Subdivision	Crested Butte South Subdivision
LEGAL DESCRIPTION:	Lot F, Riverbend Subdivision	Lot F, Riverbend Subdivision	Lot 15, Riverbend Subdivision	Lot 6, Block 14, Crested Butte South Subdivision
LAND SQ FT AREA:	35,937	35,937	56,192	21,780
LAND ACRES:	0.825	0.825	1.290	0.500
ARCHITECTURAL STYLE:	Conventional	Conventional	Conventional	Conventional
EFFECTIVE YEAR BUILT:	2007	2007	2000	2015
CONSTRUCTION QUALITY:	Good	Good	Good	Good
CONDITION:	Good	Good	Average	Very Good
RESIDENTIAL SQ FT:	2,016	2,016	3,006	2,048
BASEMENT SQ FT:	0	0	0	0
GARAGE SQ FT:	624	624	752	672
EQUIVALENT SQ FT:	2,141	2,141	3,156	2,182

SALE DATE:	3/21/2018	2/6/2020	10/15/2018
SALES PRICE:	\$835,000	\$1,290,000	\$810,000
TIME ADJUSTED SALES PRICE:	\$1,015,360	\$1,331,280	\$939,600
TASP PER EQUIVALENT SQ FT:	\$474	\$422	\$431
COMPARABILITY:	Subject	Superior	Similar

SUBJECT CURRENT VALUE: **\$1,032,070**
VALUE PER EQUIVALENT SQ FT: **\$482**

Narrative	<p>The subject property is a single family residence in the River Bend Subdivision located 1.70 miles south of the Town of Crested Butte. Example 1 is also the subject. Example 2 is of similar architectural style, quality, slightly lower in exterior condition, and slightly larger in size, and is located in the same subdivision as the subject. Example 3 is located in Crested Butte South Subdivision, relatively similar to River Bend Subdivision and is farther from The Town of Crested Butte. Example 3 is similar in architectural style, size, quality, slightly superior effective year built and condition. Examples 4 and 5 are located in Meridian Lake Meadows Subdivision are of similar architectural style, effective year built, and both are larger in size. Example 4 is similar in quality and slightly inferior in condition. Example 5 is slightly lesser in quality and similar in condition. Example 6 is located in the same subdivision as the subject, is similar in architectural style, of lesser quality and condition and superior in size. A site inspection of the subject for the sale was completed on July 18, 2018.</p>
------------------	--

ABATEMENT	Residential Sales Examples
2022	Inventory and Account Value Summary

OWNER: Watts, Brian
 65 Slate View Ln
 Crested Butte, CO 81224

ACCOUNT #: R030724
PARCEL #: 3255-120-02-044
ECONOMIC AREA: 6



ACCOUNT NUMBER:
PARCEL NUMBER:
PROPERTY ADDRESS:

	R030724	R012691	R031915	R030091
	3255-120-02-044	3177-222-04-006	3177-222-09-028	3255-120-02-053
	65 Slate View Ln	97 Slate Ln	98 Willow Ln	198 Aspen Ln
	River Bend Subdivision	Meridian Lake Park Subdivision	Meridian Lake Meadows Subdivision	River Bend Subdivision
LEGAL DESCRIPTION:	Lot F, River Bend Subdivision	Lot 43, Meridian Lake Park Subdivision, Filing No. 2	Lot 14, Meridian Lake Meadows Subdivision	Tract C, River Bend Subdivision
LAND SQ FT AREA:	35,937	14,985	32,496	38,115
LAND ACRES:	0.825	0.344	0.746	0.875
ARCHITECTURAL STYLE:	Conventional	Conventional	Conventional	Conventional
EFFECTIVE YEAR BUILT:	2007	2004	2006	2002
CONSTRUCTION QUALITY:	Good	Good	Average Plus	Average
CONDITION:	Good	Average	Good	Average
RESIDENTIAL SQ FT:	2,016	2,704	2,636	4,209
BASEMENT SQ FT:	0	0	0	0
GARAGE SQ FT:	624	577	768	1,113
EQUIVALENT SQ FT:	2,141	2,819	2,790	4,432

SALE DATE:
SALES PRICE:
TIME ADJUSTED SALES PRICE:
TASP PER EQUIVALENT SQ FT:
COMPARABILITY:

11/30/2017	8/14/2018	4/19/2018
\$820,000	\$935,000	\$834,000
\$1,023,360	\$1,099,560	\$1,007,472
\$363	\$394	\$227
Slightly Similar	Slightly Similar	Slightly Similar

SUBJECT CURRENT VALUE:
VALUE PER EQUIVALENT SQ FT:

\$1,032,070
\$482

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Local Affairs; Best and Brightest Ma

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Asking to approve a match for the DOLA funds for a Best and Brightest candidate

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: 4/7/2025

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie

Discharge Date: 4/8/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/15/2025



Matthew Birnie, Gunnison County Manager

Phone: (970) 641-7601

Email: mbirnie@gunnisoncounty.org

Website: www.GunnisonCounty.org

TO: Board of County Commissioners
DATE: 4/15/2025
SUBJECT: DOLA's Best and Brightest Management Fellowship Program

The County Executive Cabinet is requesting approval from the Board of County Commissioners to submit a DOLA grant request of \$68,000 over two years to participate in DOLA's Best and Brightest Management Fellowship Program. The County will be required to provide matching funding for the grant.

The Department of Local Affairs (DOLA) Best and Brightest Management Fellowship Program is an in-person paid two-year fellowship that is meant to foster the local government management profession in Colorado. The Department of Local Affairs has long supported professional management of local governments, increasing local government capacity in rural Colorado, and finding innovative ways for communities to meet their current managerial needs and look towards the future. It is important that future leaders of our communities are well prepared, and this Fellowship Program is an excellent path for a student to gain that preparation.

This program works with local governments by offering a two-year paid fellowship for Masters in Public Administration (MPA) and Masters in Public Policy and Administration (MPPA) students studying at the CU Denver's Center for New Directions (Political Science), CU Denver's School of Public Affairs, Adams State University, or College of Liberal Arts at Colorado State University. A graduate student is able to work full time on a variety of diverse tasks and opportunities across the organization. The student gets invaluable hands-on experience in local government and the organization gets valuable work from a dedicated person

Each jurisdiction will match DOLA's award with a minimum of \$60,000 (\$30,000 annually) toward each student's annual salary and benefit package. Students will receive an annual salary and benefits package totaling at minimum \$57,000 in the first year and \$63,000 in the second year. In addition to the salary and benefits costs, DOLA will include \$2,000 in each contract for training and travel for the fellow, which can be spent on various conferences, workshops or other local government approved training opportunities as well as the annual program meeting, as well as an annual completion stipend of \$3,000 for the student (\$6,000 total).

Gunnison County is proud of our management philosophy and execution and passionate about local government and its role in supporting community and democracy at the local level. This program is an opportunity for Gunnison County to support the development of a future local government leader through mentorship and by providing real-world experience in delivering services to our community while receiving the benefit of their work on various projects.

Sincerely,

Matthew Birnie

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: •Minor Impact; LUC-24-00053; Dunbar Family Partne

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicant, Dunbar Family Partnership LLC, requests a subdivision of 111.505 acres south of Gunnison, into a 102.6 acre and a 7.31 acre parcel, including 1.5 acres for Fairway Lane.

Fiscal Impact:

Submitted by: Rachael Blondy

Submitter's Email Address: rblondy@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/9/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/9/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/15/2025

To: Gunnison County Board of County Commissioners and Gunnison County Planning Commission
RE: LUC-24-00053 | Minor Impact | Public Hearing | Dunbar Family Partnership Subdivision
Memo Date: April 8, 2025
Meeting Date: April 15, 2025

1. Project Summary

The Applicant, Dunbar Family Partnership (DFP), represented by Adam Ostmeyer, proposes to subdivide [Parcel # 3787-000-00-109](#), a 109.91-acre property located south of Gunnison into two parcels: one totaling 7.31 acres (Tract 1) and the other 102.60 acres (Tract 2). An additional 1.51 acres is accounted for by County-owned Fairway Lane, which brings the total to 111.05 acres as recorded by the Assessor. The owner wishes to subdivide off the 7.31 acres to sell to the current lessee to maintain the agricultural uses.

The tenant would like to own the resultant 7.31 acre parcel that currently contains ranching storage and operations structures. By owning that acreage, they can improve upon the existing agricultural structures at their discretion and cost. No additional buildings or roads are proposed in the application.

The Planning Commission met for a work session on January 9, 2025, during which The Commission discussion was generally supportive of the proposed subdivision. The Gunnison County Planning Commission recommended approval (*Exhibit B. Recommendation*) of LUC-24-00053 at joint public hearing with the Board of County Commissioners on March 20, 2025.



Figure 1. Parcel Location

2. Request of the Board of County Commissioners

The Gunnison County Land Use Resolution states in Section 6-106. L. Board Decision On Optional Board Public Hearing On Subdivision, Condominium Or Townhome Development, Or Water Impoundment Project Classified As Class II Dam, that if an application is for a subdivision, the Board shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether or not to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be

based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

1. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal; or*
2. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the application of the proposed land use change will be identified; or*
3. *IDENTIFICATION OF NEW INFORMATION. Whether it is probable that new information related to the application will be provided.*
4. *BOARD PUBLIC HEARING. If the Board chooses to conduct a public hearing, the following shall apply:*
 - a. *HEARING NOTICE. Public notice that the Board will conduct a public hearing to consider the Preliminary Plan shall be pursuant to Section 3-112: Notice of Public Hearing.*
 - b. *CONDUCT OF HEARING. The Board hearing shall be conducted pursuant to Section 3-113: Conduct of a Public Hearing.*

Four neighboring property owners attended the public hearing and spoke in support of the subdivision. There have not been any new issues or new information identified since the Planning Commission recommendation.

Staff has prepared a draft resolution for Board review and consideration (*Exhibit C. Draft Resolution*).

3. Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00053. Click on "Attachments".

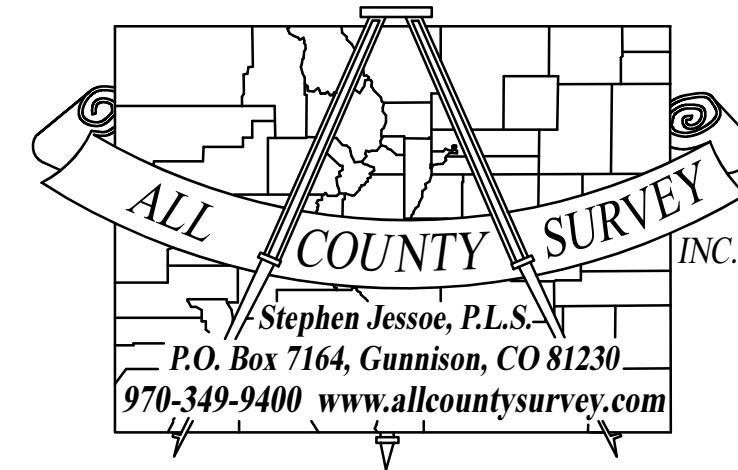
- A. Plat
- B. Planning Commission Recommendation
- C. Draft Resolution

SCALE: Not to Scale

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 23 October 2024
DRAWN BY: ADJ
REVIEWED BY: SLJ
PAGE 1 of 4

PLAT of DFP TRACTS
A PORTION of E1/2 SEC. 10 & W1/2 SEC. 11, T49N, R1W, N.M.P.M.
COUNTY of GUNNISON
STATE of COLORADO



ATTORNEY'S OPINION

I, David Leinsdorf, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Dunbar Family Partnership, L.P., an Oklahoma limited partnership, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

1. Taxes and assessments for the year ____ and subsequent years, a lien, but not yet due and payable.
2. United States Patents recorded in Book 45 at page 39; in Book 101 at page 126; in Book 115 at page 147 and in Book 115 at page 149.
3. Reservations contained in Warranty Deed recorded in Book 354 at page 496.
4. Easement Agreement in instrument recorded in Book 469 at page 236.
5. Easement and right of way as conveyed in instrument recorded in Book 578 at page 277.
6. Grant of Easement recorded in Book 715 at page 751.
7. Easement and right of way for County Road 34A, commonly known as Fairway Lane.
8. Gunnison County, Colorado Certificate of Administrative Review, Certification No. 101, Series 2004 recorded as Reception No. 546360.
9. Easements and Rights of Way in instruments recorded as Reception Nos. 592349, 592350, 592351 and 592352.
10. Any rights, interest or claims which may exist or arise by reason of the facts and notes shown on ALTA/ACSM Survey dated December 28, 2007, prepared by Rocky G. Reeves, Colorado L.S. No. 22101 recorded as Reception No. DEP-00514.
11. Terms and provisions in General Warranty Deed and Bargain and Sale Deed recorded, respectively, as Reception Nos. 641870 and 641871.

Dated this ____ day of _____, A.D. 2024.

David Leinsdorf, Attorney at Law
215 Elk Avenue, P.O. Box 187
Crested Butte, CO 81224-0187
davidl1224@gmail.com
970-349-6111

SURVEY NOTES

1. Basis of Bearing is based on a record bearing of S 73°52'02" E 1046.11' between a steel post and washer monument stamped "LS 11250" found at the southwesterly boundary corner of the subject parcel and an aluminum cap monument stamped "LS 11250" found at the southeasterly boundary corner of the subject parcel, as shown hereon.
2. Boundaries and boundary measurement calls are based on either the deed or the subdivision plat of record for each adjoining to the subject parcel, as shown hereon. The subject parcel is substantially the same parcel as granted in General Warranty Deed recorded September 9, 2016 at Reception No. 641870.
3. Easements, encumbrances, and/or restrictions (where capable of being shown hereon) are based solely on Gunnison County Abstract Company's Title Commitment No. G16-412 dated August 9, 2016. This Plat does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.
4. Dimensions are in U.S. Survey Feet. Measurements were taken using GNSS observations on October 4, October 22, November 1, and November 14, 2019. These observations were taken in NAD 83, NAVD 88, State Plane Coordinates, Colorado Central Zone 0502, Geoid 12 applied. The measurements are in ground distance.
5. The subject parcel is not located in a Flood Hazard Area, according to National Flood Insurance Program Flood Insurance Rate Map 08051C1264D dated May 16, 2013.
6. The subject parcel is located within Gunnison County and is subject to Gunnison County's amended Land Use Resolution (LUR), dated March 5, 2019. The irrigation ditch easements shown hereon reflect the LUR requirements.
7. Utility locations are based solely on above-ground observed evidence and were located by others. Please contact the respective Utility Provider(s) for additional information.

PLAT NOTES

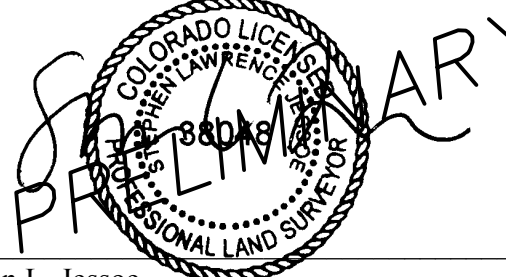
1. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
2. Confinement of Domestic Animals. Animals must be controlled by kenneling, leashing or other physical restraint. Any expense of enforcing domestic animal control restrictions by Gunnison County shall be at the expense of the individual property owner.
3. Awareness of Colorado "fence-out" requirements. Per C.R.S. 35-46-101 et. seq., the property owner is required to construct and maintain fencing in order to keep livestock off his/her property.
4. Irrigation Ditch Maintenance. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch and leave natural debris on the bank of the ditch.

LAND SURVEYOR'S CERTIFICATE

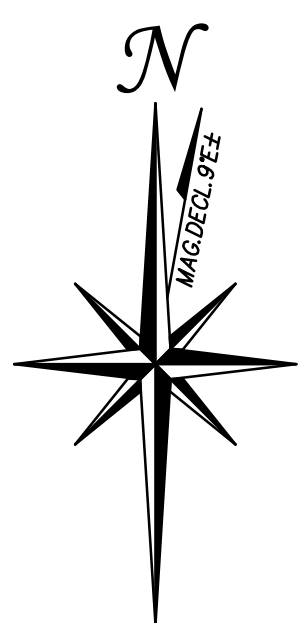
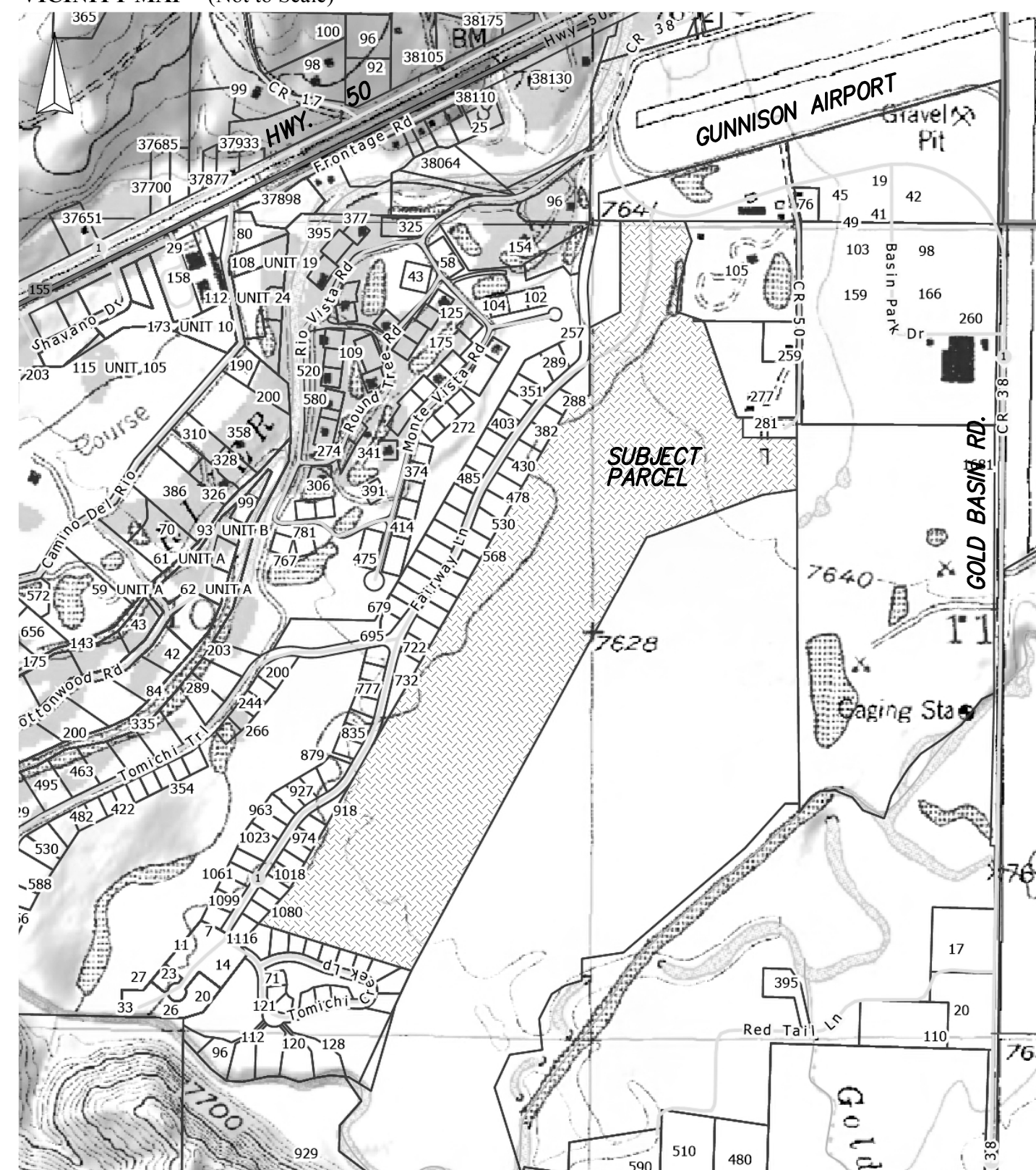
I, Stephen L. Jesso, for and on behalf of All County Survey, Inc., do hereby certify that I am a Licensed Professional Land Surveyor in the State of Colorado, that this Plat of DFP TRACTS as laid out, platted and dedicated and shown hereon, was made by me and under my direct supervision. Furthermore, the Plat a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Basis of Bearing is based on a record bearing of S 73°52'02" E 1046.11' between a steel post and washer monument stamped "LS 11250" found at the southwesterly boundary corner of the subject parcel and an aluminum cap monument stamped "LS 11250" found at the southeasterly boundary corner of the subject parcel, as shown hereon.

Dated this ____ day of _____, A.D. 2024.


Stephen L. Jesso
Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

VICINITY MAP (Not to Scale)



DEDICATION

Dunbar Family Partnership, L.P., an Oklahoma limited partnership, being the owner of the land described as follows:

Township 49 North, Range 1 West, New Mexico Principal Meridian

A tract of land located in the E1/2 of Section 10 and in the W1/2 of Section 11, Township 49 North, Range 1 West of the New Mexico Principal Meridian, with said tract being more particularly described as follows:

Commencing at the northwesterly corner of said Section 11, thence along the section line N 89°34' 00" E 200.00 feet, more or less to the northwesterly boundary corner of Parcel 1 of the Dos Rios Ranches, Inc. property as described in Book 385 at page 294 of the records of the Clerk and Recorder of Gunnison County, a point marked by a No. 5 rebar monument being the POINT OF BEGINNING of the herein described tract; thence the following twenty-three (23) courses around said tract:

1. S 00°50'00" E a distance of 598.60', along the easterly boundary of Dos Rios Unit 1 described in Rec. No. 249844, to a steel post and 1" washer monument stamped "LS 11250"; thence
2. S 62°10'00" W a distance of 224.46', along the easterly boundary of said Dos Rios Unit 1, to a No. 5 rebar monument; thence
3. S 00°50'00" E a distance of 443.37', along the easterly boundary of Dos Rios Unit 3 described in Rec. No. 311760, to a wood fence post with nail and 1" washer stamped "LS 11250"; thence
4. S 62°10'00" W a distance of 156.74', along the easterly boundary of said Dos Rios Unit 3, to a bent No. 4 rebar monument; thence
5. S 29°02'00" W a distance of 3663.87' along the easterly boundary of said Dos Rios Unit 3, to an angle point; thence
6. S 41°17'00" W a distance of 300.00', along the easterly boundary of said Dos Rios Unit 3, to the northeasterly boundary corner of Lot 59, Dos Rios Unit 3, marked by a steel post and 1" washer monument stamped "LS 11250"; thence
7. S 73°52'02" E a distance of 1046.11', along the northerly boundary of Tomichi Creek Subdivision described in Rec. No. 584860, to a 2" aluminum cap monument stamped "LS 11250"; thence
8. N 27°27'26" E a distance of 3248.86' along the westerly boundary of property described in Rec. No. 581695, to a 1" yellow plastic cap monument stamped "LS 22101", with said line being formerly recorded as S 28°22'23" W a distance of 3248.89'; thence
9. N 68°58'09" E a distance of 807.44' along the northerly boundary of said property described in Rec. No. 581695, to a 1" yellow plastic cap monument stamped "LS 22101", with said line being formerly recorded as S 69°53'49" W a distance of 807.35'; thence
10. N 80°16'56" E a distance of 230.45' along the northerly boundary of property described in Rec. No. 581695, to a 1" yellow plastic cap monument stamped "LS 22101", with said line being formerly recorded as S 81°13'46" W a distance of 229.78'; thence
11. N 01°07'00" W a distance of 412.61' along the westerly boundary of property described in Rec. No. 581695, to a 1" yellow plastic cap monument stamped "LS 22101"; thence
12. S 89°24'00" W a distance of 7.90' along a boundary line described in Rec. No. 581695, to a point on the easterly boundary of the Glenn property as described in Book 425 at page 59, marked by a 1" yellow plastic cap monument stamped "LS 22101"; thence
13. S 00°29'00" E a distance of 85.39' along the easterly boundary line of said property described in Book 425 at page 59, to a 1" aluminum cap monument stamped "LS 1776"; thence
14. S 89°31'00" W a distance of 336.40' along the southerly boundary line of said property described in Book 425 at page 59, to a 2" aluminum cap monument stamped "LS 2816"; thence
15. N 00°29'00" W a distance of 129.85' along the westerly boundary line of said property described in Book 425 at page 59, to the southeasterly boundary corner of Tract II of the French property as described in Book 423 at page 480; thence
16. S 89°07'30" W a distance of 51.70' along the southerly boundary line of said property described in Book 423 at page 480, to a 1" aluminum cap monument stamped "LS 1776"; thence
17. N 18°12'08" W a distance of 651.74' along the westerly boundary line of said property described in Book 423 at page 480, to a 1" aluminum cap monument stamped "LS 1776", with said line being formerly recorded as N 18°11.5' W a distance of 656.15'; thence
18. N 71°27'02" W a distance of 190.90' along a boundary line described in Book 625 at page 597 to the southwesterly boundary corner of the Tuttle Investment Co. property as described in Book 511 at page 991; thence
19. N 08°50'20" E a distance of 170.37' along the westerly boundary line of said property described in Book 511 at page 991, and along the east bank of an existing irrigation ditch, to a 1" pink plastic cap monument stamped "LS 38048"; thence
20. N 12°31'44" E a distance of 239.71' along the westerly boundary line of said property described in Book 511 at page 991, and along the east bank of an existing irrigation ditch, to a 1" pink plastic cap monument stamped "LS 38048"; thence
21. N 21°05'01" E a distance of 88.95' along the westerly boundary line of said property described in Book 511 at page 991, and along the east bank of an existing irrigation ditch, to a 1" pink plastic cap monument stamped "LS 38048"; thence
22. N 18°33'59" W a distance of 117.77' along the westerly boundary line of said property described in Book 511 at page 991, to a point along the northerly boundary of Section 11, being marked by a pink plastic cap monument stamped "LS 38048"; thence
23. S 89°33'47" W a distance of 459.59' along the boundary line described in Book 625 at page 597 to the POINT OF BEGINNING;

Said parcel contains 111.42 acres, more or less. Basis of Bearing is based on a record bearing of S 73°52'02" E 1046.11' between a steel post and washer monument stamped "LS 11250" found at the southwesterly boundary corner of the subject parcel and an aluminum cap monument stamped "LS 11250" found at the southeasterly boundary corner of the subject parcel;

EXCEPTING THEREFROM that parcel of land as set forth in the Deed between Valco, Inc., a Colorado corporation and the Board of County Commissioners of Gunnison County, Colorado as recorded September 16, 1997 as Reception No. 478330; said parcel contains 1.51 acres, more or less;

County of Gunnison, State of Colorado;

under the name of DFP TRACTS, has laid out, platted and subdivided the same as shown on this plat and does hereby permanently dedicate and convey to the owners of tracts within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicates those portions of land labeled as easement for the installation and maintenance of public utilities as shown hereon.

IN WITNESS WHEREOF, W.K. Dunbar has subscribed his name this ____ day of _____, 2024, as Manager of MAM Management, LLC, an Oklahoma limited liability company, General Partner of Dunbar Family Partnership, L.P., an Oklahoma limited partnership.

Dunbar Family Partnership, L.P., an Oklahoma limited partnership

By: _____
W.K. Dunbar, Manager of MAM Management, LLC, an Oklahoma limited liability company, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Dedication was acknowledged before me this ____ day of _____, A.D. 2024 by W.K. Dunbar, Manager of MAM Management, LLC, an Oklahoma limited liability company, General Partner.

Witness my hand and official seal.
My commission expires: _____

Notary Public

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS

We, Dunbar Family Partnership, L.P., an Oklahoma limited partnership, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. I/We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

By: _____
W.K. Dunbar, Manager of MAM Management, LLC, an Oklahoma limited liability company, General Partner

GUNNISON COUNTY PLANNING COMMISSION RECOMMENDATION

The Planning Commission of Gunnison County, Colorado hereby recommends approval of this Plat of the above subdivision, such recommendation being made at a meeting of said Commission held on the ____ day of _____, A.D. 2024

Chairperson, Gunnison County Planning Commission

BOARD OF COUNTY COMMISSIONERS' ACCEPTANCE

The within Plat of DFP TRACTS is approved this ____ day of _____, A.D. 2024 and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed by and at the expense of the tract owners and not by Gunnison County or any other public agency.

Chairperson, Gunnison County Board of Commissioners

COMPLIANCE WITH CERTIFICATE OF APPROVAL

The property described on this Plat is subject to all requirements, terms and conditions of Certificate of Administrative Review, Certification No. 101, Series 2004, recorded at Reception No. 546360 of the records of the Clerk and Recorder of Gunnison County.

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2024.

Reception Number _____ Time _____ Date _____

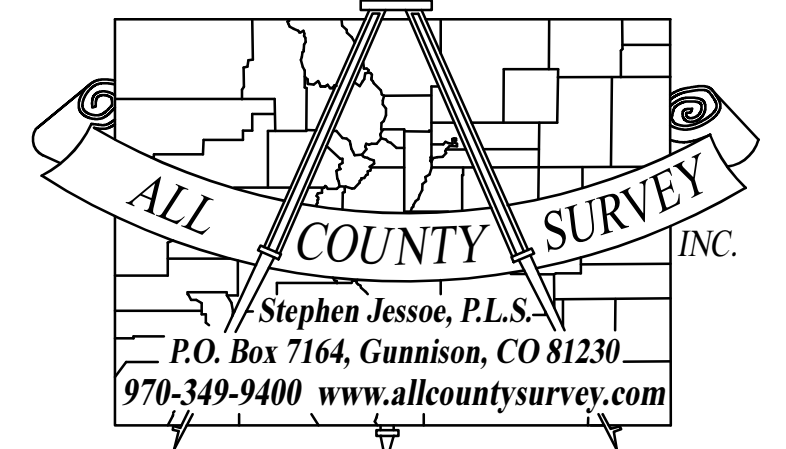
Gunnison County Clerk and Recorder

SCALE: 1" = 200'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 23 October 2024
 DRAWN BY: ADJ
 REVIEWED BY: SLJ
 PAGE 2 of 4

PLAT of DFP TRACTS
A PORTION of E1/2 SEC. 10 & W1/2 SEC. 11, T49N, R1W, N.M.P.M.
COUNTY of GUNNISON
STATE of COLORADO



SE1/4 SECTION 3

SW1/4 SECTION 2

SURVEY NOTES

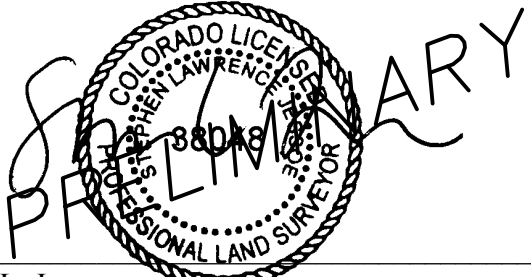
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4. Dimensions are in U.S. Survey Feet. Measurements were taken using GNSS observations on October 4, October 22, November 1, and November 14, 2019. These observations were taken in NAD 83, NAVD 88, State Plane Coordinates, Colorado Central Zone 0502, Geoid 12 applied. The measurements are in ground distance.
5. The subject parcel is not located in a Flood Hazard Area, according to National Flood Insurance Program Flood Insurance Rate Map 08051C1264D dated May 16, 2013.
6. The subject parcel is located within Gunnison County and is subject to Gunnison County's amended Land Use Resolution (LUR), dated March 5, 2019. The irrigation ditch easements shown hereon reflect the LUR requirements.
7. Utility locations are based solely on above-ground observed evidence and were located by others. Please contact the respective Utility Provider(s) for additional information.

LAND SURVEYOR'S CERTIFICATE

I, Stephen L. Jessoe, for and on behalf of All County Survey, Inc., do hereby certify that I am a Licensed Professional Land Surveyor in the State of Colorado, that this Plat of DFP TRACTS as laid out, platted and dedicated and shown hereon, was made by me and under my direct supervision. Furthermore, the Plat a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Basis of Bearing is based on a record bearing of S 73°52'02" E 1046.11' between a steel post and washer monument stamped "LS 11250" found at the southwesterly boundary corner of the subject parcel and an aluminum cap monument stamped "LS 11250" found at the southeasterly boundary corner of the subject parcel, as shown hereon.

Dated this _____ day of _____, A.D. 2024.

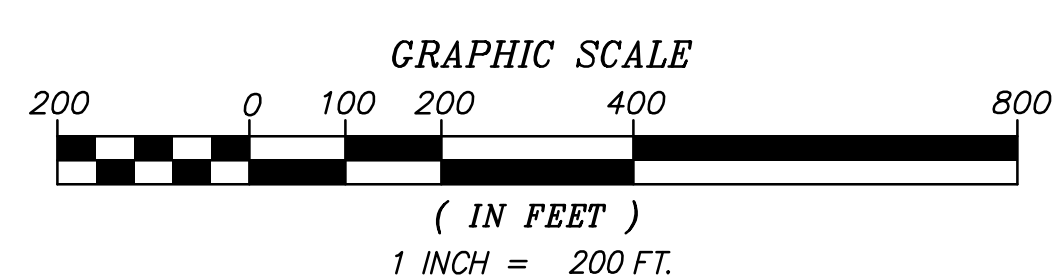
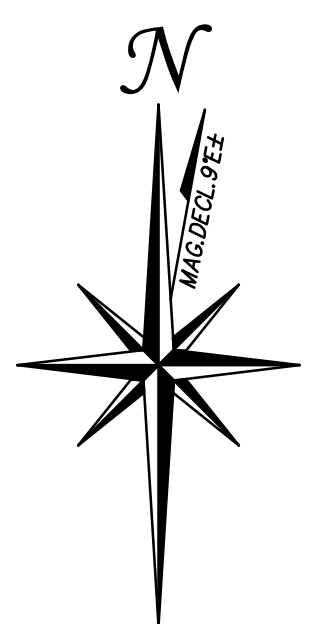
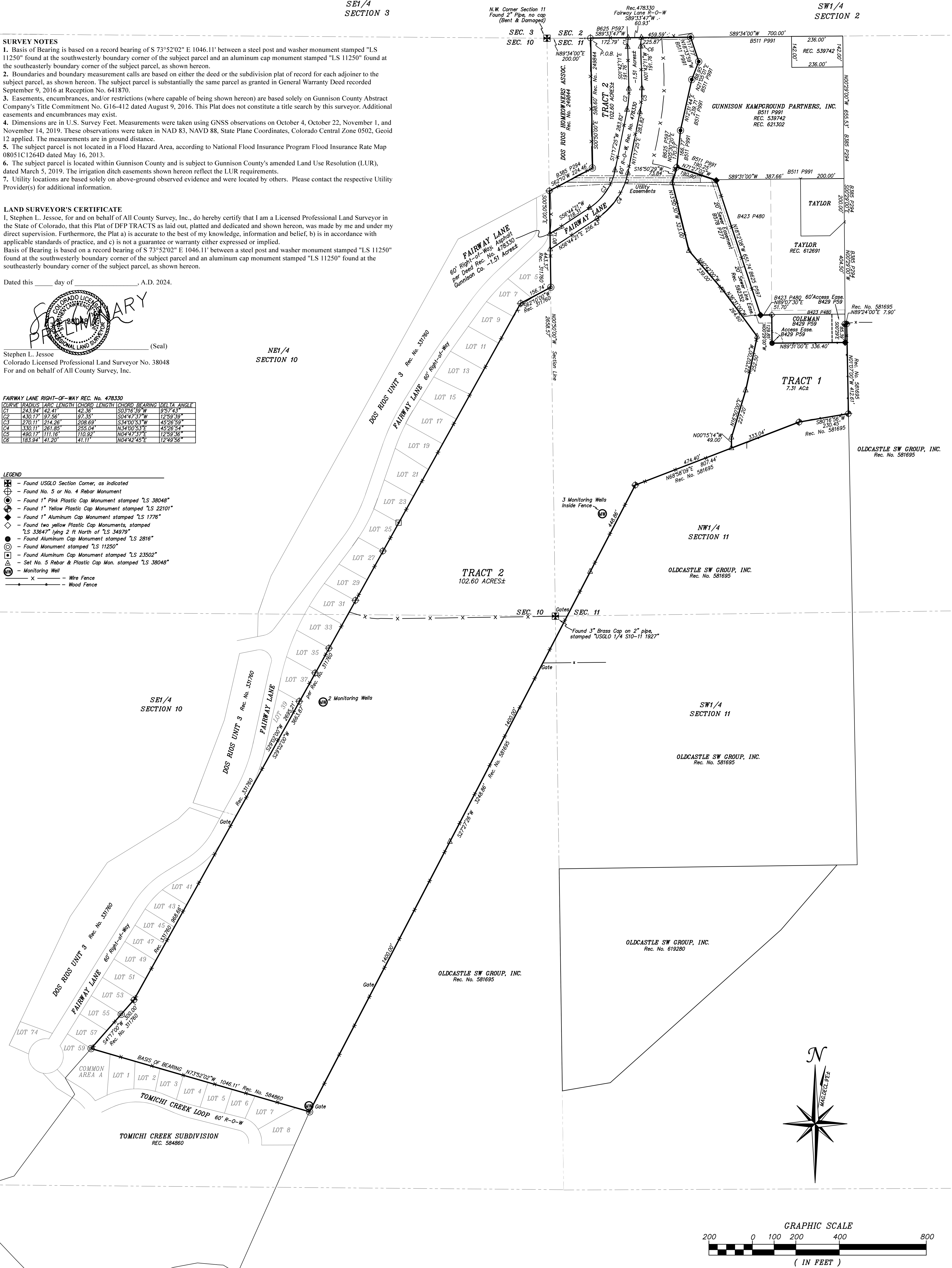


Stephen L. Jessoe
 Colorado Licensed Professional Land Surveyor No. 38048
 For and on behalf of All County Survey, Inc.

FAIRWAY LANE RIGHT-OF-WAY REC. No. 478330

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	243.94	42.41	42.36	S03°16'39"W	95°7'43"
C2	430.17	97.56	97.35	S04°47'57"W	125°0'59"
C3	270.11	214.26	208.69	S34°00'53"W	45°26'59"
C4	330.11	261.85	255.04	N34°00'53"E	45°26'54"
C5	490.17	111.16	110.92	N04°42'37"E	12°29'36"
C6	183.94	41.20	41.11	N04°42'43"E	12°49'56"

- LEGEND**
- Found USGLO Section Corner, as indicated
 - Found No. 5 or No. 4 Rebar Monument
 - Found 1" Pink Plastic Cap Monument stamped "LS 38048"
 - Found 1" Yellow Plastic Cap Monument stamped "LS 22101"
 - Found 1" Aluminum Cap Monument stamped "LS 1778"
 - Found two yellow Plastic Cap Monuments, stamped "LS 33647" lying 2 ft North of "LS 34978"
 - Found Aluminum Cap Monument stamped "LS 2816"
 - Found Monument stamped "LS 11250"
 - Found Aluminum Cap Monument stamped "LS 23502"
 - Set No. 5 Rebar & Plastic Cap Mon. stamped "LS 38048"
 - Monitoring Well
 - Wire Fence
 - Wood Fence

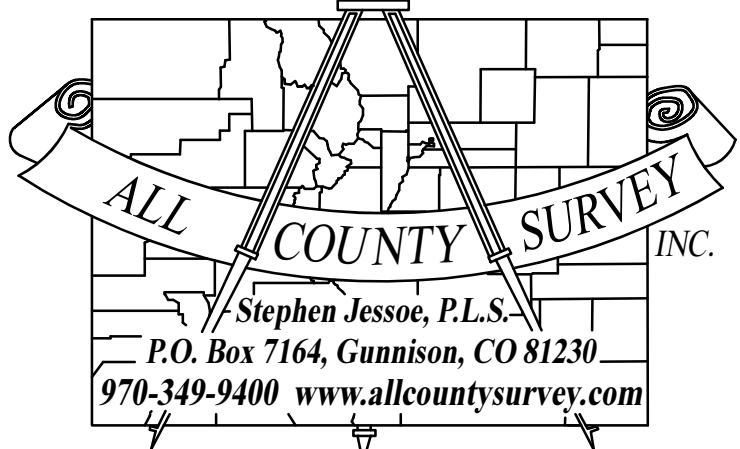


SCALE: 1" = 50'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 23 October 2024
 DRAWN BY: ADJ
 REVIEWED BY: SLJ
 PAGE 3 of 4

PLAT of DFP TRACTS
A PORTION of E1/2 SEC. 10 & W1/2 SEC. 11, T49N, R1W, N.M.P.M.
COUNTY of GUNNISON
STATE of COLORADO



SURVEY NOTES

1. Basis of Bearing is based on a record bearing of S 73°52'02" E 1046.11' between a steel post and washer monument stamped "LS 11250" found at the southwesterly boundary corner of the subject parcel and an aluminum cap monument stamped "LS 11250" found at the southeasterly boundary corner of the subject parcel, as shown hereon.
2. Boundaries and boundary measurement calls are based on either the deed or the subdivision plat of record for each adjoiner to the subject parcel, as shown hereon. The subject parcel is substantially the same parcel as granted in General Warranty Deed recorded September 9, 2016 at Reception No. 641870.
3. Easements, encumbrances, and/or restrictions (where capable of being shown hereon) are based solely on Gunnison County Abstract Company's Title Commitment No. G16-412 dated August 9, 2016. This Plat does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.
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6. The subject parcel is located within Gunnison County and is subject to Gunnison County's amended Land Use Resolution (LUR), dated March 5, 2019. The irrigation ditch easements shown hereon reflect the LUR requirements.
7. Utility locations are based solely on above-ground observed evidence and were located by others. Please contact the respective Utility Provider(s) for additional information.

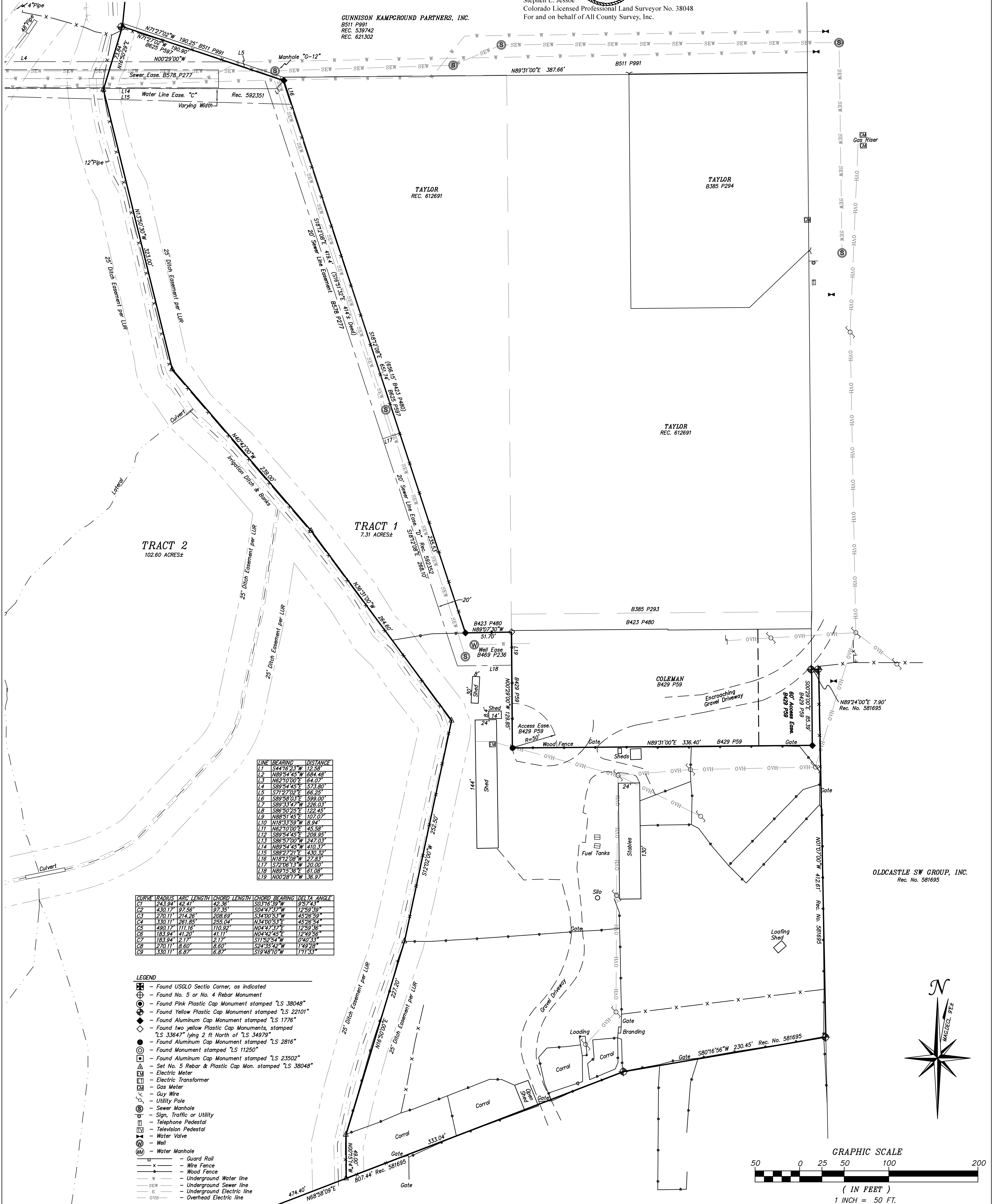
LAND SURVEYOR'S CERTIFICATE

I, Stephen L. Jessoe, for and on behalf of All County Survey, Inc., do hereby certify that I am a Licensed Professional Land Surveyor in the State of Colorado, that this Plat of DFP TRACTS as laid out, platted and dedicated and shown hereon, was made by me and under my direct supervision. Furthermore, the Plat is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Basis of Bearing is based on a record bearing of S 73°52'02" E 1046.11' between a steel post and washer monument stamped "LS 11250" found at the southwesterly boundary corner of the subject parcel and an aluminum cap monument stamped "LS 11250" found at the southeasterly boundary corner of the subject parcel.

Dated this ____ day of _____, A.D. 2024.

(Seal)
 Stephen L. Jessoe
 Colorado Licensed Professional Land Surveyor No. 38048
 For and on behalf of All County Survey, Inc.

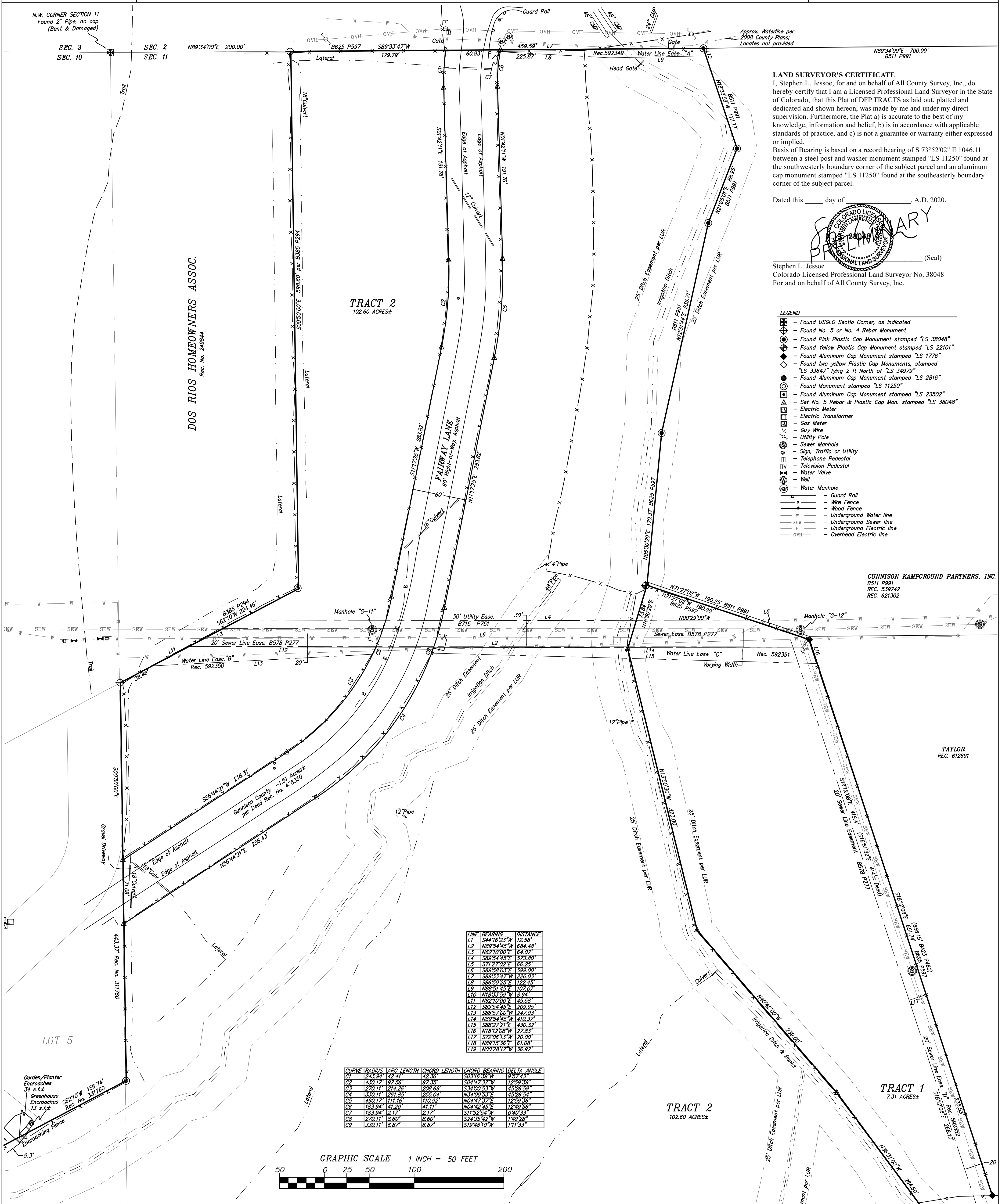
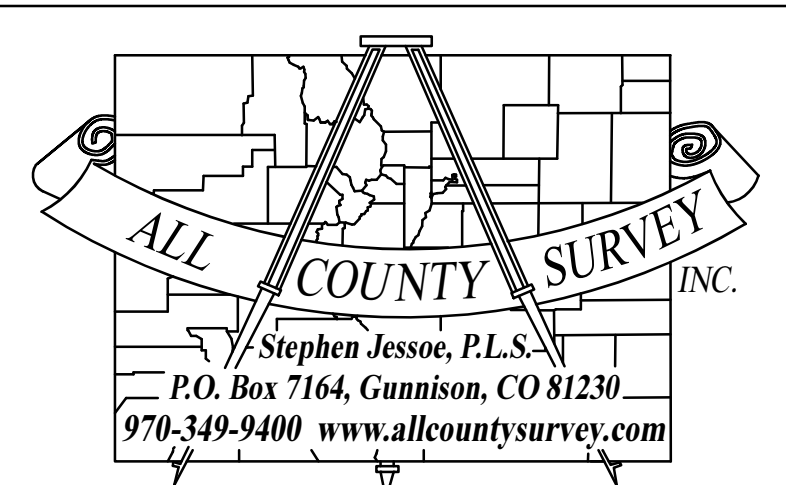


SCALE: 1" = 50'

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DATE: 23 October 2024
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 REVIEWED BY: SLJ
 PAGE 4 of 4

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 A PORTION of E1/2 SEC. 10 & W1/2 SEC. 11, T49N, R1W, N.M.P.M.
 COUNTY of GUNNISON
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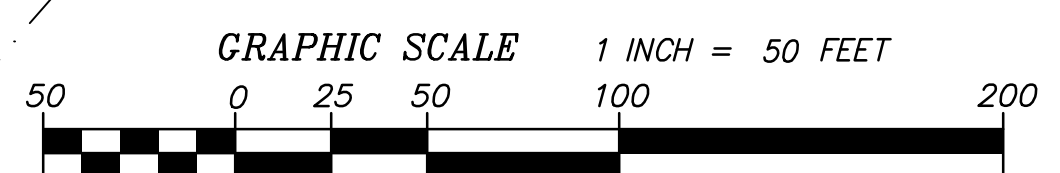
Dated this _____ day of _____, A.D. 2020.

Stephen L. Jesso
 Colorado Licensed Professional Land Surveyor No. 38048
 For and on behalf of All County Survey, Inc.

- LEGEND**
- ⊕ - Found USGLO Section Corner, as indicated
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 - ⊕ - Electric Meter
 - ⊕ - Electric Transformer
 - ⊕ - Gas Meter
 - ⊕ - Guy Wire
 - ⊕ - Utility Pole
 - ⊕ - Sewer Manhole
 - ⊕ - Sign, Traffic or Utility
 - ⊕ - Telephone Pedestal
 - ⊕ - Television Pedestal
 - ⊕ - Water Valve
 - ⊕ - Well
 - ⊕ - Water Manhole
 - ⊕ - Guard Rail
 - ⊕ - Wire Fence
 - ⊕ - Wood Fence
 - ⊕ - Underground Water line
 - ⊕ - Underground Sewer line
 - ⊕ - Underground Electric line
 - ⊕ - Overhead Electric line

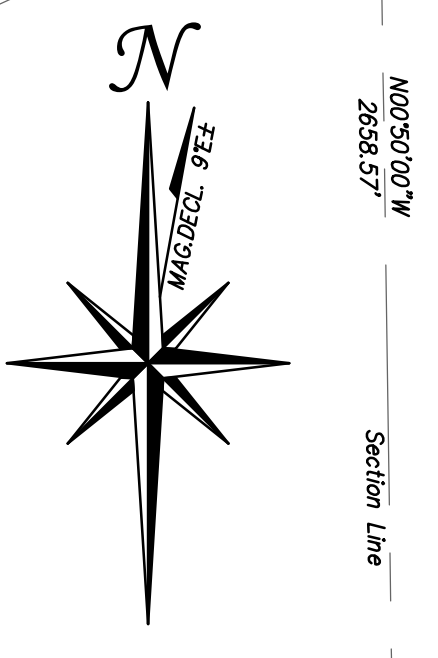
LINE	BEARING	DISTANCE
L1	S44°16'23"W	122.29
L2	N89°54'45"W	1284.48
L3	N62°10'00"E	64.07
L4	S89°54'45"E	573.80
L5	S71°27'02"E	68.25
L6	S89°58'03"E	599.00
L7	S89°33'47"W	226.03
L8	S86°50'25"E	122.45
L9	N88°51'42"E	102.07
L10	N18°33'59"W	8.94
L11	N62°10'00"E	45.58
L12	S89°54'45"E	209.95
L13	S86°57'00"W	242.03
L14	N89°54'45"W	410.37
L15	S89°27'21"E	430.32
L16	N16°12'00"W	273.37
L17	S72°06'13"W	20.00
L18	N89°15'36"E	61.08
L19	N00°28'17"W	136.97

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	243.94	42.41	42.36	S03°16'38"W	95°43'
C2	430.17	97.26	97.35	S04°23'17"W	125°55'
C3	270.11	214.26	208.69	S34°00'53"W	45°26'59"
C4	330.11	261.85	255.04	N34°00'53"E	45°26'54"
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C6	183.94	41.20	41.11	N04°23'17"E	125°55'
C7	183.94	2.17	2.17	S11°25'54"W	0°40'33"
C8	270.11	8.60	8.60	S24°35'42"W	1°49'28"
C9	330.11	6.87	6.87	S19°48'10"W	1°11'33"



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TO: Planning Commission

SUBJECT: Planning Commission Recommendation
Dunbar Family Partnership LLC Subdivision Minor Impact
LUC-24-00053

DATE: March 20, 2025

PREPARED BY: Rachael Blondy, Planner II

At its regular scheduled public hearing meeting on March 20, 2025 the Planning Commission made recommendation for approval for the following Minor Impact in a 4 to 0 vote, motioned by Julie Baca and seconded by Eric Phillips.

PROJECT DESCRIPTION:

The Applicant, Dunbar Family Partnership LLC, is proposing a two-lot subdivision of Parcel # 3787-000-00-109. The assessed 111.50 acre parcel is .70 miles south of the City of Gunnison. The parcel currently has an assortment of agricultural buildings and sheds. The Applicant is proposing to split the parcel into a 7.31 acre parcel (Tract 1) and a 102.6 acre parcel (Tract 2). Tract 1 will be accessed with an easement off County Road 50 and Tract 2 will be accessed off Fairway Lane (accounting for 1.51 acres).

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Application 9/16/2024
- Proposed Subdivision Plat 9/16/2024
- Gunnison County Fire Protection District 10/18/2024
- Gunnison Conservation District Comments 10/23/2024
- Colorado Geological Survey Comments 11/4/2024
- Gunnison County Public Works Sewer and Potable Water Availability 11/12/2024
- City of Gunnison Planning and Zoning Comments 12/11/2024
- Planning Commission Staff Memo 1/9/2025
- Planning Commission Staff Report 1/9/2024
- Planning Commission Staff Memo 3/13/2024

IMPACT CLASSIFICATION:

The Project has been classified as a Minor Impact Project, based upon Gunnison County Land Use Resolution SECTION 6-102:A 2-4 UNITS. 2-4 units that are subdivision lots or multi-family residences.

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the application on the following dates:

- January 9, 2025 Work Session
- March 20, 2025 Joint Public Hearing

SITE VISIT:

The Planning Commission determined that a site visit was not necessary.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via email on October 17, 2024 to the following agencies:

- Colorado Geological Survey – Jill Carlson
- Gunnison Conservation District – Ben Prior
- City of Gunnison – Andy Tocke
- Gunnison County Fire Protection District – Hugo Ferchau
- Gunnison County Public Works – Martin Schmidt (No comments received)
- Gunnison Watershed School District – Leslie Nichols (No comments received)

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:

Section 9-101: E. and F.: *Secondary residences are allowed, and standards are addressed in covenants*

Not applicable, the application is not for subdivision.

Section 9-102: *Home occupations*

Not applicable, this use is not proposed in the application.

Section 9-103: *Bed and breakfast*

Not applicable, this use is not proposed in the application.

Section 9-203: *Mobile home communities*

Not applicable, this use is not proposed in the application.

Section 9-302: *Farm or ranch stand*

Not applicable, this use is not proposed in the application.

Section 9-303: *Dude ranches and resorts*

Not applicable, this use is not proposed in the application.

Section 9-304: *Adult-oriented uses*

Not applicable, this use is not proposed in the application.

Section 9-305: *Seasonal recreational vehicle parks and campgrounds*

Not applicable, this use is not proposed in the application.

Section 9-400: *Minerals and construction materials*

Not applicable, this use is not proposed in the application.

Section 9-501: *Special events*

Not applicable, this use is not proposed in the application.

Section 9-502: *Temporary structures*

Not applicable, this use is not proposed in the application.

Section 9-503: *Satellite dishes*

Not applicable, this use is not proposed in the application.

Section 9-504: Attached wireless communications devices

Not applicable, this use is not proposed in the application.

Section 9-505: Freestanding wireless communications structures

Not applicable, this use is not proposed in the application.

Section 9-506: Child care center

Not applicable, this use is not proposed in the application.

Section 9-507: Group home

Not applicable, this use is not proposed in the application.

Section 9-508: Keeping of livestock not on an agricultural operation

Not applicable, this use is not proposed in the application.

Section 9-509: Camping on individual parcel

Not applicable, this use is not proposed in the application.

Section 9-600: Essential housing

Not applicable, this use is not proposed in the application.

Section 10-102: Locational Standards for Residential Development

The application meets the locational standards listed in Section 10-102:B as it is approximately 0.7 miles south of the City of Gunnison. The parcels are able to be served by the Dos Rios Water and Sewer Division of the Gunnison County Water and Sanitation District. The City of Gunnison Planning and Zoning Commission provided comment:

The City has the following observations regarding this proposed use:

- 1. The Three-Mile Plan (1997) defines the parcel as Moderate Density Residential (1-6 units/acre) and Rural Residential with a density of 1 unit/5-25 acres.*
- 2. The Minor Impact is partially within the Urban Growth Boundary.*
- 3. The Minor Impact proposes to subdivide a 109.91 – acre parcel into two parcels: Tract 1 at 7.31 acres and Tract 2 at 102.6 acres.*
- 4. The site has several existing structures including an equipment shed, livestock shed, hay shed, and utility shed, and corrals; all of which will be within Tract 1 of the subdivision.*
- 5. Adjacent land uses include agricultural, commercial (KOA Campground), residential, Hartman’s Castle and industrial park to the east, County Road 38 to the north, and residential to the south and west.*
- 6. The proposed Minor Impact is compatible with the surrounding neighborhood. Based on the above observations and the compatibility of the Minor Impact with the surrounding neighborhood, the Commission supports the Dunbar Family Partnership Subdivision Request.*

Section 10-103: Residential Density

The proposed subdivision splits the 109.91 acre into a 7.31 acre parcel (Tract 1) and a 102.6 acre parcel (Tract 2). The proposed subdivision will be served by the Dos Rios Sewer and Water Division. The surrounding area includes a range of lot sizes, from smaller residential parcels (0.29, 0.5, 3.2 acres) to larger agricultural tracts (66, 99, 134.5 acres).

Section 10-104: Locational standards for commercial, industrial or other non-residential uses

Not applicable, this use is not proposed in the application.

Section 11-102: Voluntary best management practices

No submittal requirements; no standard of compliance

Section 11-103: Development in flood hazard areas

Not applicable, development is not in a flood hazard area.

Section 11-104: Development in Areas Subject to Geologic Hazards

Proposed subdivision is mapped as no geologic hazard. Colorado Geological Survey provided comment:

No geologic hazards are known or suspected to be present that impact the 111.5-acre proposed LUC-24-00053 subdivision. The applicant states that no new uses or structures are planned, and that both tracts will remain in agricultural uses, so CGS has no objection to approval.

Section 11-105: Development in Areas Subject to Wildfire Hazards

All future development will be required to comply with applicable Fire and WUI codes at time of permit. All future development will need to be referred to and reviewed by Gunnison County Fire Protection District (GCFPD). GCFPD provided comment:

No fire issues with the subdivision.

Section 11-106: Protection of Wildlife Habitat Areas

The proposed subdivision does not contain Gunnison Sage Grouse Tier 1 Habitat. It exists within already disturbed area, and it is unlikely that subdividing the lots would negatively impact the Gunnison Sage Grouse. Gunnison Conservation District provided comment:

Based upon this analysis, a review of the data available, and the nature of the proposed activity, I find that the proposed activity will not adversely impact Gunnison sage-grouse or their habitats beyond that which has already occurred.

Section 11-107: Protection of water quality

Not applicable, development is not 125 feet from a water body or mudflow.

Section 11-108: Standards for development on ridgelines

Not applicable, development is not in ridgeline.

Section 11-109: Development that affects agricultural lands

Not applicable, development is not adjacent to agricultural lands.

Section 11-110: Development beyond snowplowed access

Not applicable, the subject parcel is not beyond snowplowed access.

Section 11-111: Development on Inholdings in national wilderness

Not applicable, the subject parcel is not an inholding in a national wilderness.

Section 11-112: Development above timberline

Not applicable, the subject parcel is not above timberline.

Section 12-103: Road System

All individual parcels will be required to apply for an access permit through Gunnison County Public Works to ensure they abide by road and bridge construction standards and municipal standards. Tract 1 will be accessed with an easement off County Road 50 and Tract 2 will be accessed off Fairway Lane.

Section 12-104: Trails

Not applicable, the development does not propose any trails.

Section 12-105: Water Supply

Applicant obtained a letter from the Gunnison County Water and Sanitation District on stating that:

The above parcel being subdivided into two parcels located between Fairway Lane and County Road 50 in the Dos Rios Water and Sewer Division of the Gunnison County Water and Sanitation District is adjacent to the Dos Rios Water Public Water System which could provide drinking water to the two subdivided parcels.

Section 12-106: Wastewater Treatment

Applicant obtained a letter from the Gunnison County Water and Sanitation District on stating that:

The above parcel being subdivided into two parcels located between Fairway Lane and County Road 50 in the Dos Rios Water and Sewer Division of the Gunnison County Water and Sanitation District is located within 400 feet of the Dos Rios Sewer Collection System.

Section 12-107: Fire Protection

All development will need to be referred to and reviewed by Gunnison County Fire Protection District to ensure it meets current standards at time of building permit.

Application was referred to GFPD on October 17, 2024. Hugo Ferchau with GFPD provided comment on October 18, 2024: “No fire issues with the subdivision”.

Section 13-102: B.: Location within municipal three-mile plan area

Applicable. Subdivision is located .70 miles south of the City of Gunnison and meets the adopted three-mile plan requirements.

Section 13-103: General Site Plan Standards and Lot Measurements.

The proposed subdivision splits the 111.505 acre into a 7.31 acre parcel (Tract 1) and a 102.6 acre parcel (Tract 2). As the proposed subdivision can tie onto County water and sewer, the standard regarding non-conforming lots less than 1 acre does not apply. All future development will abide by the standards listed in Section 13-103.

Section 13-104: Setbacks from Property Lines and Road Rights-of-Way

Applicable. The LUR states that front setbacks must be 25 feet, and side setbacks must be 15 feet. All future development will be required to meet County setbacks.

Section 13-105: Residential Building Sizes And Lot Coverages

Not applicable, the subdivision does not propose any residential buildings.

Section 13-107: Installation Of Solid-Fuel-Burning Devices

Not applicable, the development does not propose any solid-fuel burning devices.

Section 13-108: Open Space And Recreation Areas

Not applicable, the development does not propose any open space or recreation areas.

Section 13-109: Signs

Not applicable, no signs are proposed.

Section 13-110: Off-Road Parking And Loading

Not applicable, no parking is proposed.

Section 13-111: Landscaping and Buffering

Not applicable, no landscaping or buffering is required for this application.

Section 13-112: Snow Storage

Not applicable, snow storage not required as part of this application.

Section 13-113: Fencing

Not applicable, no fencing proposed as part of this application.

Section 13-114: Exterior Lighting

Not applicable, no exterior lighting proposed as part of this application.

Section 13-115: Reclamation And Noxious Weed Control

Not applicable. A reclamation permit is not required because there will not be 10,000 sq. ft. of ground disturbance.

Section 13-116: Grading And Erosion Control

Not applicable. Grading and erosion control is not required because there will not be 10,000 sq. ft. of ground disturbance.

Section 13-117: Drainage, Construction And Post-Construction Storm Water Runoff

Not applicable. Development is not located within 100 feet of a water body.

Section 13-118: Water Impoundments

Not applicable, no water impoundments, as defined in this Section, are proposed as part of this application.

Section 13-119: Standards to Ensure Compatible Uses.

The proposed development is unlikely to create any hazards or nuisances. It is unlikely to have adverse impacts to adjoining land, especially considering the neighboring parcels are the same residential use.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. The project is classified as a Minor Impact Land Use Change pursuant to SECTION 6-102:A 2-4 UNITS. 2-4 units that are subdivision lots or multi-family residences.
2. The proposed subdivision is consistent with the residential development within the adjacent subdivision.

3. This application is consistent with the standards and requirements of this Resolution.
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.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-24-00053 be classified as a Minor Impact, and be approved with the following conditions:

1. 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*.
2. A Gunnison County Reclamation Permit shall be required for any site disturbing activities on this parcel. That permit shall contain specific reclamation conditions. Disturbed areas shall be reseeded with an approved seed mix. For activities not requiring a Reclamation Permit, disturbed areas shall be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.
3. Property owners shall control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weedspecies The Gunnison County Weed Management Program should be contacted (970-641-4393) for additional information and technical assistance.
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.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 25 - _____**

CONCERNING LUC-24-00053, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 2-LOT SUBDIVISION LOCATED ON PARCEL # 3787-000-00-109 AND LEGALLY DESCRIBED AS TOWNSHIP 49 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN: A TRACT OF LAND LOCATED WITHIN THE E1/2 OF SECTION 10, AND IN THE W1/2 OF SECTION 11, TOWNSHIP 49 NORTH, RANGE 1 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, SAID TRACT OF LAND ALSO BEING A PORTION OF PARCEL 1 OF THE DOS RIOS RANCHES, INC. AS DESCRIBED IN BOOK 385 AT PAGE 294, ACCORDING TO THE DEED RECORDED SEPTEMBER 9, 2016 AT RECEPTION NO. 641870, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Applicant, Dunbar Family Partnership, LLC, proposes the subdivision of Parcel #3787-000-00-109, dividing a 111.05-acre undeveloped parcel into two lots: Tract 1 (7.31 acres) and Tract 2 (102.60 acres). The acreage includes 1.51 acres of County-owned Fairway Lane. No private or public improvements are proposed as part of this subdivision; and

WHEREAS, the parcels can be served by Gunnison County Water and Sanitation District. The County provided a letter stating the following:

The above parcel being subdivided into two parcels located between Fairway Lane and County Road 50 in the Dos Rios Water and Sewer Division of the Gunnison County Water and Sanitation District is located within 400 feet of the Dos Rios Sewer Collection System.

WHEREAS, Tract 1 will be accessed with an existing easement off County Road 50 and Tract 2 will be accessed off Fairway Lane; and,

WHEREAS, the application was sent for referral to Colorado Geological Survey, Gunnison Conservation District, Gunnison Watershed School District, Gunnison County Public Works, Gunnison County Fire Protection District and the City of Gunnison on October 17, 2024. Responses were not received from the following departments/agencies: Gunnison Watershed School District; and,

WHEREAS, pursuant to LUR Section 12-107 *Fire Protection*, the Gunnison County Fire Protection District provided comment:

No fire issues with the subdivision.

WHEREAS, Colorado Geological Survey provided comment as follows:

No geologic hazards are known or suspected to be present that impact the 111.5-acre proposed LUC-24-00053 subdivision. The applicant states that no new uses or structures are planned, and that both tracts will remain in agricultural uses, so CGS has no objection to approval.

WHEREAS, The City of Gunnison Planning and Zoning Commission provided the following

comment in a letter dated December 12, 2024.

The City has the following observations regarding this proposed use:

1. *The Three-Mile Plan (1997) defines the parcel as Moderate Density Residential (1-6 units/acre) and Rural Residential with a density of 1 unit/5-25 acres.*
 2. *The Minor Impact is partially within the Urban Growth Boundary.*
 3. *The Minor Impact proposes to subdivide a 109.91 – acre parcel into two parcels: Tract 1 at 7.31 acres and Tract 2 at 102.6 acres.*
 4. *The site has several existing structures including an equipment shed, livestock shed, hay shed, and utility shed, and corrals; all of which will be within Tract 1 of the subdivision.*
 5. *Adjacent land uses include agricultural, commercial (KOA Campground), residential, Hartman’s Castle and industrial park to the east, County Road 38 to the north, and residential to the south and west.*
 6. *The proposed Minor Impact is compatible with the surrounding neighborhood.*
- Based on the above observations and the compatibility of the Minor Impact with the surrounding neighborhood, the Commission supports the Dunbar Family Partnership Subdivision Request; and*

WHEREAS, a Planning Commission work session was held on January 9, 2025 and the Planning Commission directed staff to schedule the public hearing; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on March 20, 2025. 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 _____, 2025, 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 March 20, 2025 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:

The Gunnison County Board of County Commissioners finds that:

1. This application is consistent with the standards and requirements of this Resolution.
2. 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-24-00053 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 _____,

seconded by Commissioner _____, and passed on this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

 Laura Puckett-Daniels,
 Chairperson

 Elizabeth Smith,
 Commissioner

 Jonathan Houck
 Commissioner

ATTEST:

 Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Amending Resolution No. 22-21 Schedule

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Resolutions to amend fee schedules for land use fees.

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 4/15/2025



From: Cathie Pagano, Assistant County Manager for Community & Economic Development and Crystal Lambert, Building and Environmental Health Official

To: Board of County Commissioners

Date: March 14, 2025

Re: Building Permit Fees

Background

The Community Development Department staff proposes revisions to the building permit fee schedule. The building permit fees were last revised in 2022. In 2022, all Community Development Department fees were updated to better reflect the cost of development review to the County. Prior to 2022, the Land Use Change permit fees were last revised in 2012. Building fees were revised in 2017 to include the adoption of a plan review fee of 30% of the building permit fee. OWTS fees were revised in 2014, and the State of Colorado set a base fee that counties can adjust.

Prior to 2022, the County had not covered the costs of the development review program in many years. In 2022, the number of staff in the department was the same as it was in 2001 (7.5 FTEs), but that projects and inspections had become increasingly complex and required more staff time and resources. Since 2022, the department has added one inspector position, one planner position, and filled the Planning Director role for a total of ten FTEs. We have been able to manage our review times and inspection response times to target levels (review permit applications within three weeks of submittal and schedule inspections within 48 hours of a request).

In 2022, the Board of County Commissioners approved fee increases which included a change to the method of fee calculation for building permits. Building permit applicants are now assessed a project valuation based on a regional cost modifier rather than using the National Average Cost as set forth by International Code Council in the National Building Valuation Data. An applicant may also submit a project budget on which the County may base the fee. The valuations of projects since 2022 now more accurately reflect the cost of construction.

Community Development Department Revenue and Expenses

The Community Development department has four program areas: development review, codes and regulations, oil and gas, and long-range planning. Development review includes all building, OWTS, land use, other permit type activities, along with the proportional share of staff required for the program. Long range planning includes planning efforts, many grant funded projects, and projects such as the Gunnison area community plan, along with the proportional share of staff costs associated with this program.

Building permit fees are not a perfect science. We cannot perfectly predict the number of applications and type of projects that will be submitted each year which makes it challenging to develop a fee

schedule that perfectly covers the County’s costs for development review. We can, however, predict the department’s expenses for the development review activity based on the upcoming budget. The development review activity only includes expenses related to permit review, issuance, and inspections, it does not include activities such as long-range planning.

Since 2022, the development review program revenues have covered the expenses of the program (see Chart 2). The development review program revenues include building fees, OWTS fees, land use fees, enforcement fees, etc. Prior to 2022, the County subsidized the development review activity through the general fund. Between 2016 and 2021 (and likely for most, if not all, years prior) the development review program did not cover its costs with the permit fees assessed. The average annual cost to the county of the development review program between 2016 and 2022 was \$237,868. In 2025, the projected expenses in the development review program are \$1,118,200. The chart below shows the development review expenses and a projection for 2026. We can reasonably predict that department expenses will continue to grow approximately 3% annually and should also include considerations for new software for the department (approximately \$150,000).

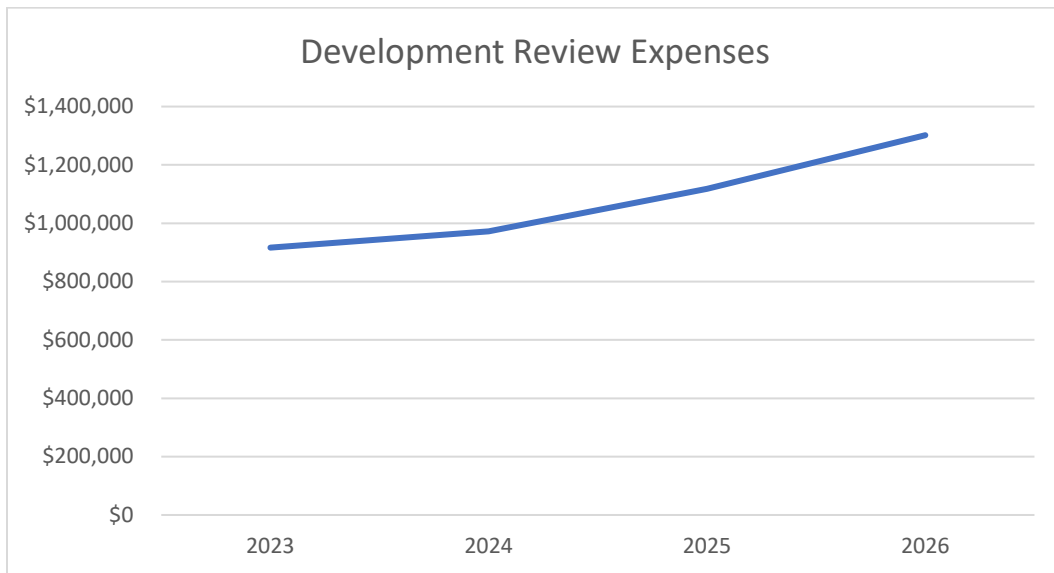


Chart 1

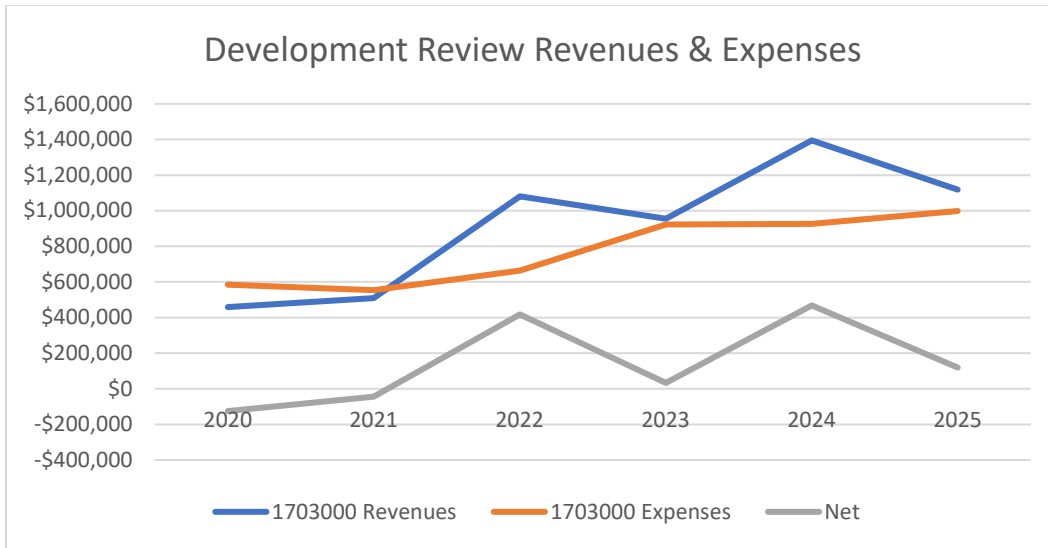


Chart 2. *2025 data reflects budget projections

As the staff has applied the fee since 2022 and further analyzed its impact we have identified that the highest valuation projects pay a regressive fee, as shown in Chart 3 below. In an effort to create equitable fees for all projects, County staff recommends the BOCC consider modification of the building permit fees to a flat percentage of the total project valuation. This approach will ensure that fees increase commensurate with the cost of construction and that the highest valuation projects do not receive a flattened fee compared to lower valuation projects.

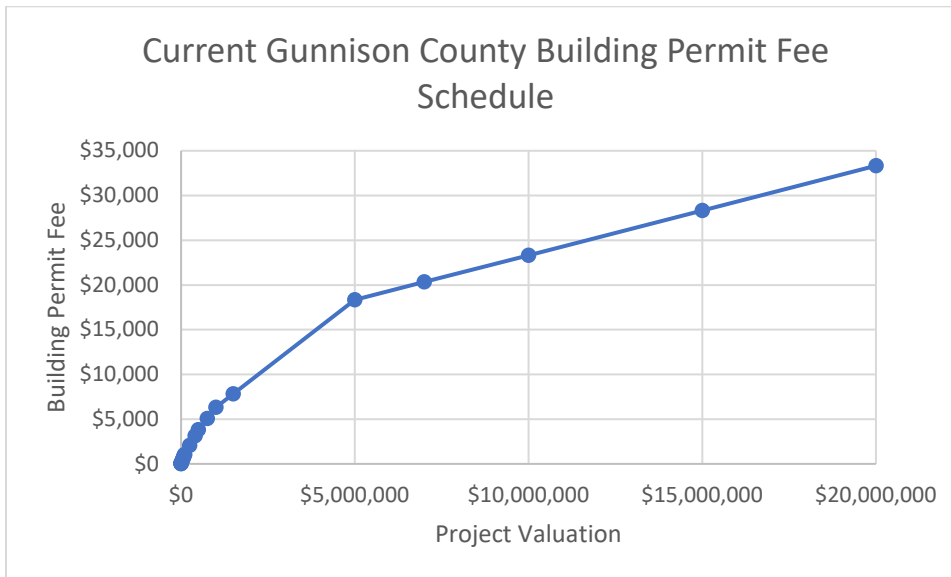


Chart 3

Gunnison County’s Current Building Permit Fee Schedule

Gunnison County’s current building permit fee schedule is from Appendix AB of the International Residential Code. The current building permit fee schedule is:

Total Valuation	Fee
\$1 to \$500	\$24
\$501 to \$2,000	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,000 to \$500,000	1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof

Table 1

The permit fee percentage of the project valuation declines as the project valuation increases as shown in the chart below:

Project Valuation	Permit Fee	Percentage of permit fee relative to project valuation
\$500	\$24	4.8%
\$25,000	\$322	1.29%
\$250,000	\$2,077	0.83%
\$500,000	\$3,827	0.77%
\$750,000	\$5,077	0.68%
\$1,500,000	\$7,827	0.52%
\$7,000,000	\$20,327	0.29%
\$15,000,000	\$28,327	0.19%

Table 2

A graph of the schedule shows that as project valuations increase the resulting building permit fees are a lower percentage of the project valuation.

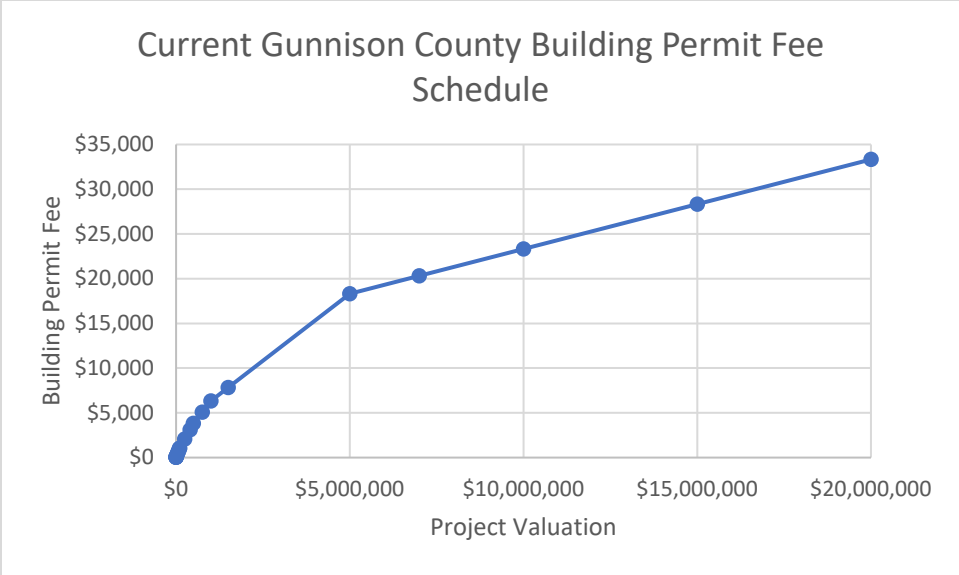


Chart 4

In addition to the building permit fee, which is intended to cover the cost of the inspection program, Gunnison County assesses a plan review fee to cover the cost of application processing and plan review activities. The plan review fee is calculated as 30% of the building permit fee for residential projects and 65% of the building permit fee for commercial projects.

Project Valuation	Base Permit Fee	Percentage of Base Building Permit Fee Relative to Project Valuation	Total Fees for residential, including 30% plan review	Percentage of Total Fees relative to project valuation for residential	Total Fees for commercial, including 65% plan review	Percentage of Total Fees relative to project valuation for commercial
\$500	\$24	4.8%	\$31.20	6.24%	\$39.60	7.92%
\$25,000	\$322	1.29%	\$418.60	1.67%	\$531.30	2.13%
\$250,000	\$2,077	0.83%	\$2,700	1.08%	\$3,427	1.37%
\$500,000	\$3,827	0.77%	\$4,975	1%	\$6,315	1.26%
\$750,000	\$5,077	0.68%	\$6,600	0.88%	\$8,377	1.12%
\$1.5M	\$7,827	0.52%	\$10,175	0.68%	\$12,915	0.86%
\$7M	\$20,327	0.29%	\$26,425	0.38%	\$33,540	0.48%
\$15M	\$28,327	0.19%	\$36,825	0.25%	\$46,740	0.31%

Table 3

Because the permit fee structure is not linear, larger annual valuation totals will not translate to a linear increase in permit fees, especially when those larger valuation projects are driving the total annual valuation numbers. In 2024 11% of the 139 building permits had project valuations greater than \$2 million dollars compared to 5% of the 145 building permits in 2023 and 4% of the 160 building permits in 2022 after May 3rd. In 2024 37% of the permits had project valuations greater than \$800,000 compared to 26% in 2023 and 26.5% in 2022.

The amount of staff time to review and inspect modern, larger valuation projects does not decline as the current permit fee schedule anticipates, the demand for staff resources increases. The larger valuation projects are typically custom designs with complex details which require additional staff time to review and inspect. Most of these projects have larger floor areas that require additional inspections and longer review and inspection times. A recent high valuation residential project required 19 Gunnison County staff inspections.

Comparison of Eagle and Gunnison County’s Building Permit Fee Schedules

Eagle County uses a similar building permit fee schedule to Gunnison County’s but with modifications that increase the linearity throughout valuation ranges. The following graphs compare Eagle and Gunnison County’s current fee schedules:

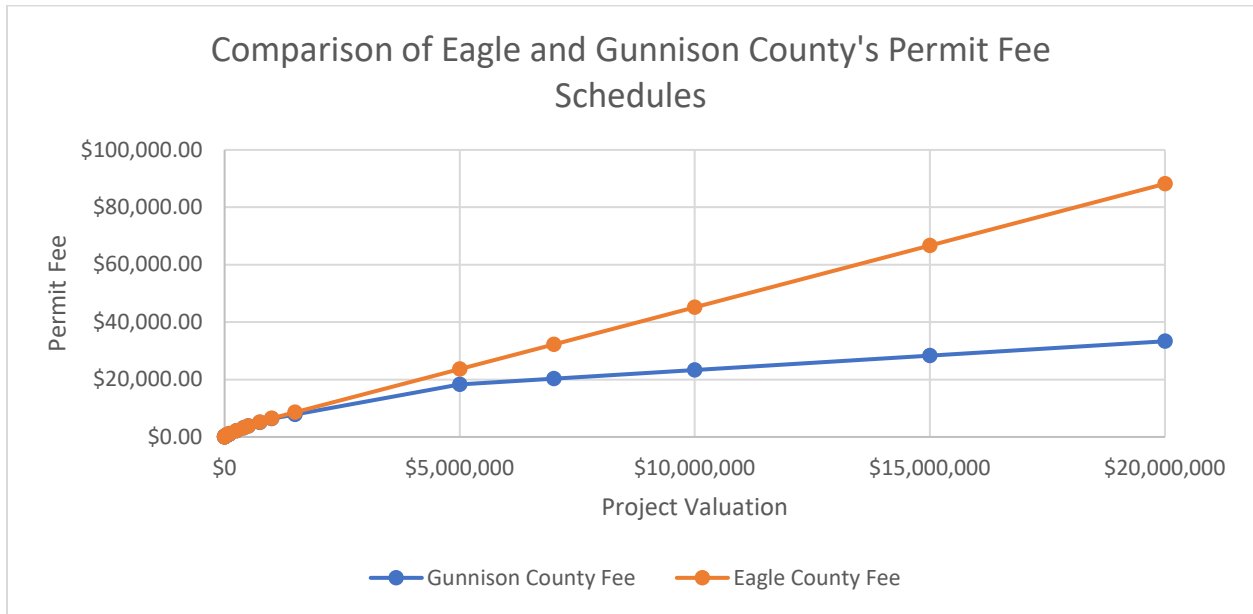


Chart 5

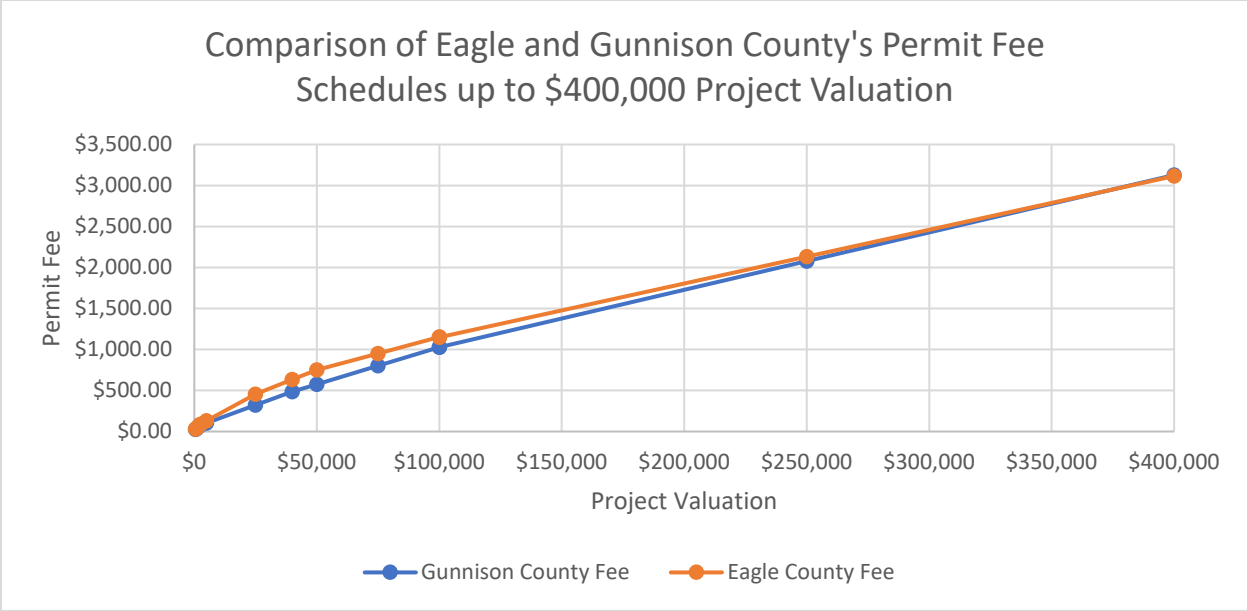


Chart 6

Eagle County’s building permit fee schedule is the following:

Total Valuation	Fee
\$1 to \$500	\$27
\$501 to \$2,000	\$27.50 for the first \$500; plus \$3.60 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$25,000	\$80.25 for the first \$2,000; plus \$16.30 for each additional \$1,000 or fraction thereof, up to and including \$25,000
\$25,001 to \$50,000	\$456.75 for the first \$25,000; plus \$11.75 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$50,001 to \$100,000	745.50 for the first \$50,000; plus \$8.15 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001 to \$500,000	\$1,150 for the first \$100,000; plus \$6.55 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,738 for the first \$500,000; plus \$5.55 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 and over	\$6,480 for the first \$1,000,000; plus \$4.30 for each additional \$1,000 or fraction thereof

Table 4

Though the schedule used by Eagle County is adjusted, the permit fee percentage of the project valuation also declines as the project valuation increases as shown in the following table. Eagle County

assesses a 65% plan review fee on all permits and the resulting effect on percentage is presented in table 5.

Project Valuation	Eagle County Permit Fee	Percentage of base permit fee relative to project valuation	Percentage of Total permit fees, including PR, relative to valuation
\$500	\$27.50	5.5%	9.08%
\$25,000	\$455.15	1.82%%	3%
\$250,000	\$2,132.50	0.85%	1.41%
\$750,000	\$5,125.50	0.68%	1.13%
\$1,500,000	\$8,630	0.58%	0.95%
\$7,000,000	\$32,280	0.46%	0.76%
\$15,000,000	\$66,680	0.44%	0.73%

Table 5

Pitkin County’s Permit Fee and a Comparison of a Fixed Percentage Approach to Permit Fees

Pitkin County uses a simple fixed percentage approach to calculating building permit fees. 2.7% of project valuations are assessed for building permit fees which also includes their plan review, impact fee, REMP fee, and use tax. Additionally, 60% of the permit fee is due at application submittal and the remaining 40% is due at permit issuance.

The approach of utilizing a fixed percentage to calculate building permit fees is linear across all project valuations, efficient for customers to understand and compute, and could eliminate the current revenue deficit for higher valuation projects. The following charts show comparisons of Gunnison County’s current fee schedule, Eagle County’s fee schedule, and three fixed percentage assessments based on project valuation, 0.9%, 1.0%, and 1.1%.

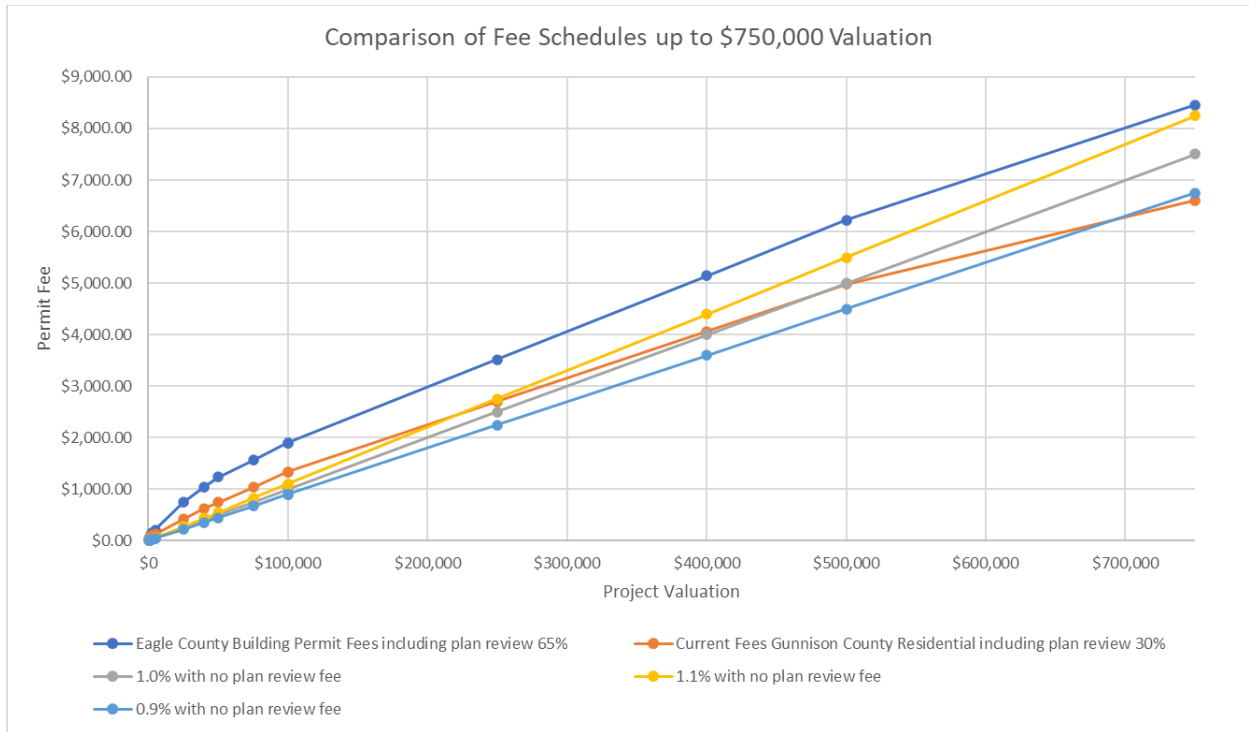


Chart 7

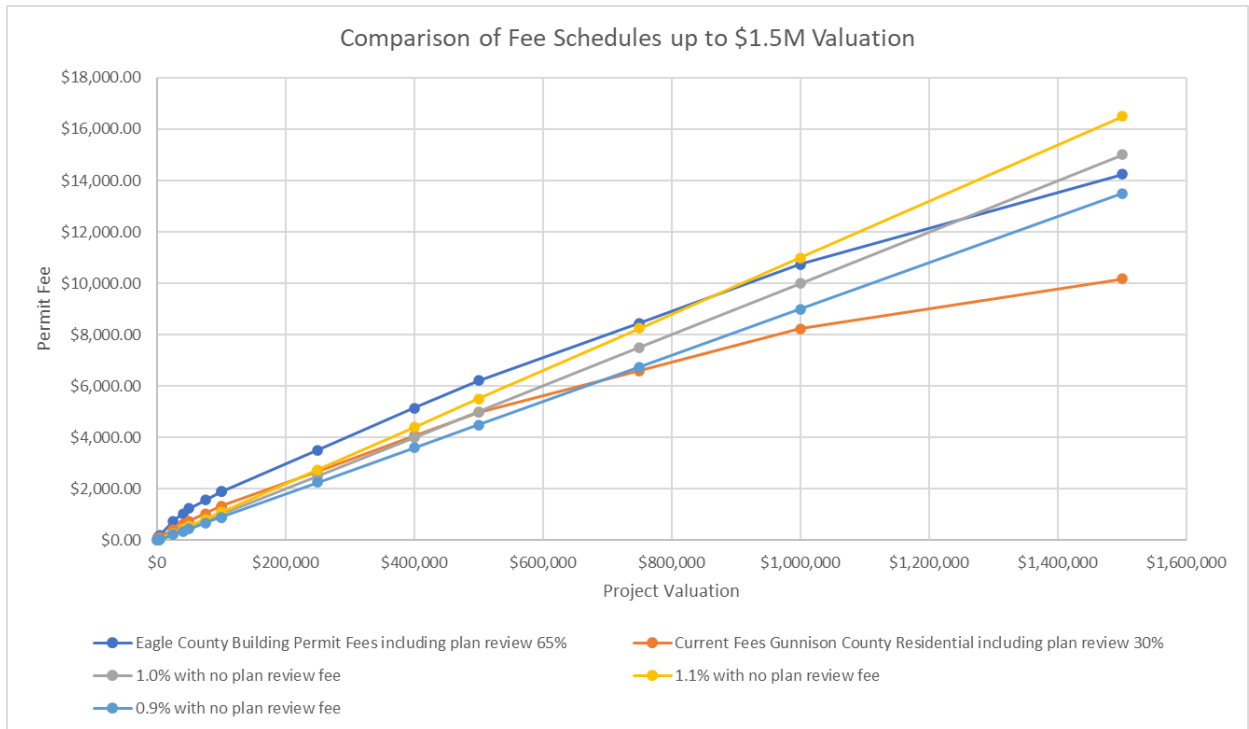


Chart 8

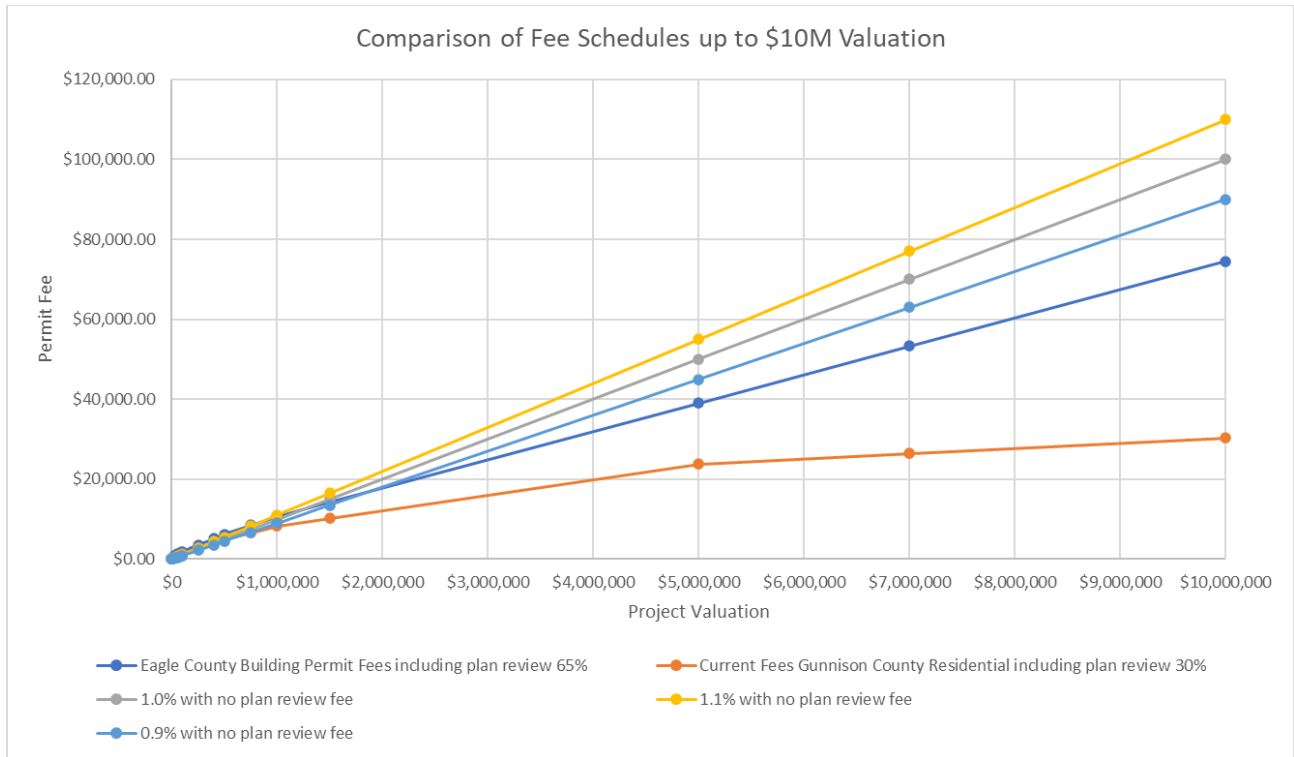


Chart 9

The following table shows what building permit revenues would have been using a fixed percentage of project valuations compared to the revenues collected under the current fee schedule.

	Actual fees collected using current schedule	Projected fees collected using 0.9%	Projected fees collected using 1.0%	Projected fees collected using 1.1%
2022	\$877,685	\$962,765	\$1,069,740	\$1,176,713
2023	\$630,079	\$847,875	\$942,083	\$1,036,291
2024	\$899,665	\$1,226,382	\$1,362,647	\$1,498,912

Table 6

The following table is a comparison of the building permit fees produced using Gunnison County's current fee schedule, 0.9%, 1.0% and 1.1% fixed rates with no plan review fees, and Eagle County's fee schedule with their 65% plan review fee.

Valuation	Current fees (BP & 30% PR)	0.9%	1.0%	1.1%	Eagle County total fees (BP & PR)
\$100,000	\$1,335	\$900	\$1,000	\$1,100	\$1,902
\$250,000	\$2,700	\$2,250	\$2,500	\$2,750	\$3,519
\$500,000	\$4,975	\$4,500	\$5,000	\$5,500	\$6,221
\$750,000	\$6,600	\$6,750	\$7,500	\$8,250	\$8,457
\$1M	\$8,225	\$9,000	\$10,000	\$11,000	\$10,746
\$2M	\$12,125	\$18,000	\$20,000	\$22,000	\$17,787

Table 7

The following table shows the average project valuation for all permits, all dwelling types, only one-family stand-alone dwellings, and premanufactured dwellings that were permitted in Gunnison County from 2022 to 2024. Project valuations are increasing for individual projects including dwellings.

	Average Valuation all permits (not including mechanical)	Average Valuation all dwelling types	Average Valuation one-family dwellings	Average premanufactured dwellings
2022	\$477,562 (\$592,907 after 5/3/2022 and \$204,806 before 5/3/2022)	\$839,616 (\$920,005 after 5/3/2022 and \$263,499 before 5/3/2022)	\$1,044,184 (\$1,135,750 after 5/3/2022 and \$334,315 before 5/3/2022)	\$164,850 (n=8)
2023	\$600,053	\$1,119,692	\$1,252,175	\$163,617 (n=4)
2024	\$867,928	\$1,405,981	\$1,790,443	\$218,230 (n=2)
On 5/3/2022 the local regional modifier of 2.8 began being applied to the average national construction cost per square foot to determine the project valuation or the applicant could supply the actual project valuation schedule. Resolution No.22-21				

Table 8

The following table shows the total number and types of dwelling units permitted by Gunnison County.

	One-family dwellings	Accessory dwellings	Townhouse and duplex units	Staff housing or tiny house units
2022	75	12	23	3
2023	55	4	12	3
2024	42	6	21	3

Table 9

Application Deposit

In 2011 the County began collecting an application fee of \$250 for dwellings. The application fee is credited towards the total permit fee at permit issuance and is non-refundable if the permit is not issued. The intent of this fee was to cover the cost of plan review and application processing in case the permit was not issued. In 2022, the County processed 27 applications for building permits that have not

been issued, only 13 were for dwellings where the \$250 deposit was collected. Similarly, in 2023 the County processed 31 applications for building permits that have not been issued, 15 of those applications were for dwellings. The staff time processing the applications in 2022 and 2023 was approximately 400 hours and \$7,000 was collected in application fees (or \$17.50/hr of staff review time). Collection of a portion of the building permit fee to cover the cost of plan review and application processing at the time of application submittal would ensure that staff time and resources spent reviewing and processing proposed applications is covered by the applicant should the permit not be issued. Staff recommends increasing the deposit at the time of application submittal to \$1,000 for new residential and commercial structures and \$200 for all other types including utility structures and repairs, alterations and additions to existing structures.

Recommendation

Based on the above analysis, the projected budget for the development review program for 2025, the staff recommends the BOCC adopt a building permit fee that is a flat percentage of the total project valuation and eliminate the plan review fee. This will make it easier for applicants to predict their permit fees and easier to understand. Plan review fees were important to include when the County used valuations that were artificially low so that we could come closer to covering the costs of development review.

Staff recommends the adoption of a fee of 1.0%. A 1.0% fee appears to have the effect of reducing fees for projects with a valuation less than \$500,000 which is expected to reduce costs for projects that serve the residents with a smaller project budget including improvement projects such as additions, repairs and alterations. This is intended to reduce the fees for projects that are smaller in scale and require fewer inspections and increase the fees for large budget projects that are typically more complex and require significantly more staff time. A 1% fee is expected to be sufficient to cover the current and future costs of the development review program.

Staff recommends that a minimum building permit fee of \$300 be applied to all building permits to cover the cost of review and inspection.

To ensure that the cost of application review and processing is compensated, staff recommends that an application deposit of \$1,000 for new residential and commercial structures and \$300 for all other types including utility structures and repairs, alterations and additions to existing structures.

During the last fee revision in 2022, the BOCC Resolution noted that fees should be reviewed every two years, which gives the County the opportunity to review a modified fee schedule again in 2026. At that time staff will analyze the fee impacts.

Other Fees

Community Development has reviewed other department fees and recommends updates or adoption of fees for other specific application types.

Sage Grouse Review Fees

The fees for Gunnison Sage-Grouse reviews were adopted in 2017 in Resolution No. 17-12 and recorded at Reception No. 645541.

The current fees are:

Pre-Application Conference	Fee
Desk Review	\$65
On-Site Consultation	\$225
Permit Application	Fee
Desk Review	\$65
On-Site Consultation	\$225

Staff recommends that the sage grouse review fee be updated annually in accordance with the consumer price index, beginning in 2025.

Oil and Gas Review Fees

The fees for oil and gas operations were adopted in 2011 in Resolution No. 11-17 and recorded at Reception No. 604949. The current fees are:

Classification of Impact Review	Application Fee
No Significant Impact	\$1200
Minor Impact	\$3,000
Major Impact	\$5,000

The fees have not been revised since 2011, and they do not increase annually according to the Consumer Price Index (CPI) as allowed for other land use fees. Staff recommends that the oil and gas fees be updated annually in accordance with the CPI, beginning in 2025.

Appeals

The currently adopted fee to submit an appeal is \$250. Staff recommends that this fee be increased to better reflect the cost of processing an appeal. An appeal typically requires significant staff time including staff from Community Development, the County Attorney’s office, and occasionally Public Works. Additionally, an appeal requires the convening of the Board of Adjustment whose members are paid a \$75 stipend per meeting along with the publication of required hearing notices.

Staff recommends the adoption of an appeal fee of \$3,132 (the same as Minor Impact). Previously, the Board had chosen to keep the appeal fee artificially low so as not to prevent any individual from submitting an appeal.

Miscellaneous Fees

Gunnison County has not adopted fees for the following application types:

- Variance: staff cannot find documentation that a fee was adopted for this application type. It is recommended that a fee of \$3,132 (same as Minor Impact) be adopted. A variance request requires the convening of the Board of Adjustment. The Board may wish to consider if that fee may be cost prohibitive for some individuals.

- Floodplain Development (not as part of a building permit application): No fee has been adopted for these applications. A floodplain development application is typically required for the installation of a new bridge (which does not require a building permit). Based on the amount of staff time required, staff recommends an application fee of \$300.
- Emergency Exception: No fee has been adopted for these applications. Staff recommends an application fee of \$234 (same as a special event permit).

Please feel free to reach out to Crystal or Cathie with any questions. Thank you.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 25-___**

**A RESOLUTION AMENDING RESOLUTION NO. 22-21 SCHEDULE OF FEES FOR
THE COMMUNITY DEVELOPMENT DEPARTMENT PERMIT APPLICATIONS;
AMENDING RESOLUTION NO. 17-12 FOR GUNNISON SAGE-GROUSE REVIEW
FEES; AND AMENDING RESOLUTION NO. 11-17 FOR OIL AND GAS OPERATION
APPLICATION FEES**

WHEREAS, pursuant to the Gunnison County *Land Use Resolution*, the *International Building Code*, and the Gunnison County *Onsite Wastewater Treatment System Regulations*, the Board of County Commissioners is authorized to set and amend the Community Development Department's permit application fees in order to compensate the County for the cost of review and processing of permit applications;

WHEREAS, Community Development staff has provided the Board of County Commissioners a fee analysis in a memo dated March 14, 2025 titled "Building Permit Fees." The report includes analysis of the fees for building permits and other permits in the Community Development department;

WHEREAS, Section 3-109: C. *Application and Review Fees* of the Gunnison County *Land Use Resolution* states: "In order to compensate the County for the cost of reviewing and processing applications for land use change permits, each applicant shall pay the fees, as shown in a schedule of fees charged for permits issued by the Community Development Department, adopted and amended from time to time by the Board. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application[;]" and

WHEREAS, fees for Gunnison Sage-Grouse reviews for permit applications were adopted in Resolution No. 17-12, recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 645541; and

WHEREAS, fees for Oil and Gas Operations application were adopted in Resolution No. 11-17, recorded in the office of the Gunnison County Clerk and Recorder at Reception No.604949; and

WHEREAS, the Gold Basin Industrial Park Regulations were adopted in Resolution No. 05-26 recorded in the office of the Gunnison County Clerk and Recorder at Reception No. 554664 and amended in Resolutions No. 24, Series 2008 recorded at Reception No. 584387 and Resolution No. 21, Series 2010 recorded at Reception No. 599443. The Gold Basin Industrial Park Regulations and subsequent amendments did not include an adopted fee schedule; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Gunnison County Board of Commissioners Resolution No.

22-21 shall be amended as follows:

1. The Community Development Department amended Fee Schedule for specific land use change permit applications is hereby adopted and attached as Exhibit A hereto.
2. All Community Development Department fees shall be reviewed at the end of every three (3) years by Community Development Department staff to ensure that the costs of development are adequately compensated by the fee schedule.
3. All Community Development Department fees shall be adjusted annually in accordance with the Consumer Price Index including the Gunnison Sage-Grouse fees, the Oil and Gas Operation fees, and the Gold Basin Industrial Park fees.
4. The Gold Basin Industrial Park application fee shall be adopted in the attached Fee Schedule for Gold Basin Industrial Park and is hereby adopted and attached as Exhibit B.

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 _____, seconded by Commissioner _____ and passed on this ___ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

Laura Puckett Daniels,
Chairperson

Elizabeth Smith,
Commissioner

Jonathan Houck,
Commissioner

ATTEST:

Gunnison County Clerk and Recorder

Exhibit A

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GUNNISON COUNTY LAND USE CHANGE FEE SCHEDULE/ PERMIT FEES Adopted by the Gunnison County Board of Commissioners January 24, 2000, amended XXX, 2025 and adjusted each January per BOCC Resolutions XXXX for the year 2025	
TYPE OF LAND USE	FEE
<p>Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development Email: planning@gunnisoncounty.org</p> <p>*Not all permit applications are required to be reviewed by all agencies; unique circumstances of a parcel or of a proposed land use change or activity may require additional expert review; charges are imposed only when those reviews are required.</p>	
ADMINISTRATIVE REVIEW	<ul style="list-style-type: none"> • \$1182 • Publication Fees for public notices (if required)
MINOR IMPACT: Any or all of the following, as applicable: <ul style="list-style-type: none"> • Public Works review:* • Environmental Health Office review:* • Colorado Geologic Survey Review:* • Consulting engineer's review:* 	<ul style="list-style-type: none"> • \$3132 • \$788 • \$127 • Base fees + per hour fee as necessary, assessed by that agency • Base fees + per hour fee as necessary; • Publication Fees for public notices
Minor subdivision:	<ul style="list-style-type: none"> • \$75/lot upon permit approval • Actual costs of plat recording
Minor commercial or industrial space	<ul style="list-style-type: none"> • \$138/1,000 square feet of building; \$305/acre when no structure is involved
Minor mining operation:	<ul style="list-style-type: none"> • \$354/affected acre + \$354/1,000 square feet of building space
Road design to serve exempt subdivisions	<ul style="list-style-type: none"> • \$75/per dwelling unit to be served by the proposed road (If more than one dwelling unit is allowed by covenant or other similar means, total fee is based upon total #of dwelling units); additional fees may also be required for additional review by the Public Works Department
Development Improvement Agreement*	<ul style="list-style-type: none"> • \$583
MAJOR IMPACT:	
SKETCH PLAN: Payment is to be made at time of submittal: <ul style="list-style-type: none"> • Major Impact Subdivision: • Major Impact Commercial or Industrial space: • Major Mining operation: • Public Works review:* • Environmental Health Office review:* • Colorado Geologic Survey Review:* • Consulting engineer's review:* 	<ul style="list-style-type: none"> • \$4,640 • + Publication Fees for public hearing(s) notice(s), and: \$75/lot • \$138/1,000 square feet of building space; \$305/acre when no structure is involved • \$354/surface-disturbed acres + \$354/1,000 square feet of building space • \$1023 • \$127 • Base fees + per hour fee as necessary, assessed by that agency + per hour • Base fees + per hour fee as necessary, assessed by

UPDATED- ~~February~~ April 2025

Exhibit A

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<p>PRELIMINARY PLAN: Payment to be made at time of submittal:</p> <ul style="list-style-type: none"> • Major Impact Subdivision: • Major Impact Commercial or Industrial space: • Major Mining operation: <p>Additional fees, as required for specific plans:</p> <ul style="list-style-type: none"> • Public Works review:* • Environmental Health Office review:* • Colorado Geologic Survey Review:* • Consulting engineer's review:* 	<ul style="list-style-type: none"> • \$6263 • + Publication Fees for public hearing(s) notice(s) and: \$138/lot • \$283/1,000 square feet of building space; \$463/acre when no structure is involved • \$485/surface-disturbed + \$354/1,000 square feet of building space • \$1,966 • \$354 • Base fees + per hour fee as necessary, assessed by that agency • Base fees + per hour fee as necessary
<p>FINAL PLANS: Payment to be made at time of submittal:</p> <ul style="list-style-type: none"> • Final plan that requires a Development Improvement agreement • Final plan that does not require a Development Improvement Agreement • If subdivision, plat recording 	<ul style="list-style-type: none"> • \$986 • \$583 • \$556 • Actual costs of plat recording
<p>Final plat, condominiums and townhomes:</p>	<ul style="list-style-type: none"> • \$138 + costs of plat recording (no additional application submittal fee) • \$583
<p>Minor amendments to previously approved Sketch or Preliminary plans, including time extensions. If found to be a significant amendment, the fee will be applied toward the applicable new Sketch or Preliminary Plan fee.</p>	<ul style="list-style-type: none"> • \$583
<p>Appeal of Staff Decision to Planning Commission:</p>	<ul style="list-style-type: none"> • \$583
OTHER RELATED GENERAL LAND USE FEES	
Appeal to Board of Adjustment	\$3,132+ Publication Fees for public notices (if required)
Emergency Exception	\$234
Floodplain Development Permit (not as part of a building permit application)	\$300
Lot Cluster Agreement	\$1,182 + costs of recording of agreement
Long Term Camping Permit	\$349
Outdoor Vending Permit	\$349
Street name change:	\$138 + actual costs of public hearing notice and replat recording
Special Events Permit:	\$234
Sign Permit	\$583
Sign Waiver Application	\$1,182
Variance Request	\$1,182 + Publication Fees for public notices (if required)

Exhibit B

Gold Basin Industrial Park Special Area Fees

Gold Basin Industrial Park Special Area Permit Application: \$1,182 + cost of publication of notice

*These fees shall increase annually in accordance with the Consumer Price Index.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: March 2025 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see report.

Fiscal Impact: 6,611,300.84

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 4/10/2025

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
March-25**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(2,327,431.87)
130	95 11122	General - Payroll Account	1,373,424.70	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(3,354,618.99)
002	02 11900	Road & Bridge	0.00	(65,490.90)
003	03 11900	Human Services	0.00	(241,122.67)
004	04 11900	Public Health Agency	0.00	(17,281.77)
007	07 11900	Conservation Trust	12,267.32	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	28,817.05	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	359,295.13	0.00
013	13 11900	Land Preservation	72,968.94	0.00
030	30 11900	Mosquito Control	1,675.00	0.00
032	32 11900	Sage Grouse Trust	7,553.41	0.00
034	34 11900	Risk Management	0.00	(1,513.92)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(18,488.52)
050	50 11900	Gunnison County Sewer	0.00	(293,119.99)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	144,426.49	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(205,247.87)
125	52 11101	Solid Waste - Landfill Closure	4,759.63	0.00
126	52 11102	Solid Waste - Landfill Const	17,913.88	0.00
070	70 11900	Housing Authority	0.00	(4,702.13)
141	70 11101	Housing Authority Restricted Depo	0.00	(21,477.00)
071	71 11900	Senior Housing - Operating	0.00	(1,947.23)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	1,417.52	0.00
082	82 11900	ISF-II	0.00	(58,857.98)
090	90 11900	Health Insurance Trust	416,868.59	0.00
115	90 11101	Health Insurance Claims	40,626.86	0.00
091	91 11900	Local Marketing District	251,653.70	0.00
092	92 11900	Transportation Authority	270,087.04	0.00
093	93 11900	Public Trustee Agency	143.11	0.00
145	95 11121	Accounts Payable Clearing	3,607,402.47	0.00
TOTALS			\$ 6,611,300.84	\$ (6,611,300.84)

TRANSFER FOR JOURNAL ENTRIES:

503052, 503053, 503054, 503055, 503056, 502450, 502451, 502452, 413857, 413865, 502334 GBI, 503007
 GBI, 501054 UBB, 501058 UBB, 501062 UBB, 503189, 413887, 413889, 503262, 503263, 503264, 503265,
 504001 GBI, 413918, 503269, 503270, 504016 UBB, 504012 UBB, 504019 UBB, 413920, 504038, 503413,
 503421, 503422, 503423, 502453, GNI, AP, 503436, 503261, 503266,

PREPARED BY: Whitney A
 AUTHORIZED BY: [Signature]
 RECEIVED BY TREASURER: [Signature]

DATE: 4/10/25
 DATE: 4/10/25
 DATE: 4-10-25

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

March-25

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04	07
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900
-	503052,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2025	(27,143.75)						(903.11)		
-	503053,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2025	46,082.76					(9,545.84)		(5,166.67)	
-	503054,	STND3: MAPPING SYSTEM CHARGES	3/31/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)	
-	503055,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2025	(4,945.34)					(498.00)	(765.00)	(989.99)	
-	503056,	STND5: COMPUTER SYSTEM CHARGES	3/31/2025	(31,041.10)					(3,302.58)	(2,833.33)	(4,914.75)	
-	502450,	RECLASS, ORIG XFER NOT NEEDED	2/28/2025	(50,000.00)								
-	502451,	MOTORPOOL RENTS FEBRUARY	2/28/2025	(1,234.81)						(40.20)	(407.36)	
-	502452,	RECORD BERKLEY MED FEB	2/28/2025									
-	413857,	RECLASS PR OVER BUDGET	12/31/2024	8,241.83							(8,241.83)	
-	413865,	UMB REBATE 2024	12/31/2024	(8,110.75)					573.48	1,038.07	2,491.64	
-	502334 GBI,	FEBRUARY LANDFILL INTERFUND XFERS	2/28/2025						(2,442.24)			
-	503007 GBI,	MARCH AIRPORT INTERFUND XFERS	3/31/2025	(765.00)								
-	501054 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025									
-	501058 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025									
-	501062 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025						(3,104.67)			
-	503189,	DHS RENT MARCH 2025	3/1/2025	11,739.00						(11,739.00)		
-	413887,	YEAR END UNEXPECTED REVENUE	12/31/2024	(3,750.00)							3,750.00	
-	413889,	RECLASS YEAR END POSTAGE	12/31/2024	(3,000.00)								
-	503262,	SURPLUS CASH TO OWNER	3/31/2025									
-	503263,	POSTAGE USE MARCH 2025	3/31/2025	(953.75)							(0.69)	
-	503264,	COPIES BLACK MARCH 2025	3/31/2025	(597.00)					(4.16)	(12.24)	(25.96)	
-	503265,	COPIES COLOR MARCH 2025	3/31/2025	(2,095.56)					(7.74)	(6.66)	(19.44)	
-	504001 GBI,	APRIL AIRPORT INTERFUND XFERS	4/30/2025	(765.00)								
-	413918,	REVERSE 2024 ACCTG TIME BILLED TO HUMAN SERV	12/31/2024	(4,657.64)						4,657.64		
-	503269,	DHS ACCOUNTING TIME 1ST QUARTER	3/31/2025	5,413.65						(5,413.65)		
-	503270,	DHS ATTORNEY TIME 1ST QUARTER	3/31/2025	30,070.44						(30,070.44)		
-	504016 UBB,	ANTELOPE HILLS W/S BILLING AR JE	4/1/2025									
-	504012 UBB,	NORTH GUNNISON W/S BILLING AR JE	4/1/2025									
-	504019 UBB,	DOS RIOS W/S BILLING AR JE	4/1/2025						(3,104.67)			
-	413920,	YEAR END TRANSFER TO COVER EXPENDITURES	12/31/2024	(180,246.28)							180,246.28	
-	504038,	WATER & SEWER POSTAGE 2ND QUARTER	4/30/2025	761.35								
-	503413,	REC MED DEN FLEX RX CHECKS MARCH	3/31/2025	(7,646.95)								
-	503421,	CASH XFER TO PREVENT MARCH SHORTFALL	3/31/2025	(1,465,100.00)								
-	503422,	LANDFILL ALLOCATION MARCH	3/31/2025									
-	503423,	MOTORPOOL RENTS MARCH	3/31/2025	(2,186.80)						(5.60)	(1,323.30)	
-												
-												
-												
-												
-	502453,	PAYROLL IMPORT FEBRUARY 2025	2/28/2025	590,196.38					(190,797.94)	(170,457.54)	(151,992.34)	
-	GNI,	PCARD Import FEBRUARY 2025	2/28/2025	41,499.47					(199.28)	(7,486.31)	(6,418.82)	
-	AP,	AP CLEARING MARCH 2025	3/31/2025	(656,783.20)					(67,395.88)	(11,522.49)	(37,377.48)	
-	503436,	REVENUE CLEARING MARCH 2025	3/31/2025	236,695.52				(3,354,618.99)	388,222.29	171,564.48	149,806.69	12,267.32
-	503261,	PAYROLL IMPORT MARCH 2025	3/31/2025	537,848.69					(172,207.91)	(177,105.21)	(136,675.67)	
-	503266,	PAYROLL TRANSFER (BMO TRF) MARCH 2025	3/31/2025	(1,373,424.70)								
-		TOTALS		(2,327,431.87)	-	-	-	(3,354,618.99)	(65,490.90)	(241,122.67)	(17,281.77)	12,267.32

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

March-25

JE's	Description	Finance Business Date	08	08	08	10	10	12	13	30	32	34	43
			Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Capital Expenditures 43 11900
503052,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2025				(1,613.04)							
503053,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2025				(4,635.00)				1,675.00			
503054,	STND3: MAPPING SYSTEM CHARGES	3/31/2025				(22.08)							
503055,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2025				(408.00)							
503056,	STND5: COMPUTER SYSTEM CHARGES	3/31/2025				(1,840.00)							
502450,	RECLASS, ORIG XFER NOT NEEDED	2/28/2025											
502451,	MOTORPOOL RENTS FEBRUARY	2/28/2025											
502452,	RECORD BERKLEY MED FEB	2/28/2025											
413857,	RECLASS PR OVER BUDGET	12/31/2024											
413865,	UMB REBATE 2024	12/31/2024				432.83							
502334 GBI,	FEBRUARY LANDFILL INTERFUND XFERS	2/28/2025											
503007 GBI,	MARCH AIRPORT INTERFUND XFERS	3/31/2025				765.00							
501054 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025											(221.27)
501058 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025											
501062 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025											
503189,	DHS RENT MARCH 2025	3/1/2025											
413887,	YEAR END UNEXPECTED REVENUE	12/31/2024											
413889,	RECLASS YEAR END POSTAGE	12/31/2024											
503262,	SURPLUS CASH TO OWNER	3/31/2025											
503263,	POSTAGE USE MARCH 2025	3/31/2025											
503264,	COPIES BLACK MARCH 2025	3/31/2025				(10.87)							
503265,	COPIES COLOR MARCH 2025	3/31/2025				(96.47)							
504001 GBI,	APRIL AIRPORT INTERFUND XFERS	4/30/2025				765.00							
413918,	REVERSE 2024 ACCTG TIME BILLED TO HUMAN SERV	12/31/2024											
503269,	DHS ACCOUNTING TIME 1ST QUARTER	3/31/2025											
503270,	DHS ATTORNEY TIME 1ST QUARTER	3/31/2025											
504016 UBB,	ANTELOPE HILLS W/S BILLING AR JE	4/1/2025											
504012 UBB,	NORTH GUNNISON W/S BILLING AR JE	4/1/2025											(221.27)
504019 UBB,	DOS RIOS W/S BILLING AR JE	4/1/2025											
413920,	YEAR END TRANSFER TO COVER EXPENDITURES	12/31/2024											
504038,	WATER & SEWER POSTAGE 2ND QUARTER	4/30/2025											
503413,	REC MED DEN FLEX RX CHECKS MARCH	3/31/2025											
503421,	CASH XFER TO PREVENT MARCH SHORTFALL	3/31/2025											
503422,	LANDFILL ALLOCATION MARCH	3/31/2025									7,553.41		
503423,	MOTORPOOL RENTS MARCH	3/31/2025											
502453,	PAYROLL IMPORT FEBRUARY 2025	2/28/2025				(89,950.06)							
GNI,	PCARD Import FEBRUARY 2025	2/28/2025				(972.74)							
AP,	AP CLEARING MARCH 2025	3/31/2025				(398,823.89)		(138,157.49)				(1,513.92)	(18,045.98)
503436,	REVENUE CLEARING MARCH 2025	3/31/2025				609,548.99		497,452.62	72,968.94				
503261,	PAYROLL IMPORT MARCH 2025	3/31/2025				(84,322.62)							
503266,	PAYROLL TRANSFER (BMO TRF) MARCH 2025	3/31/2025											
TOTALS			-	-	-	28,817.05	-	359,295.13	72,968.94	1,675.00	7,553.41	(1,513.92)	(18,488.52)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

March-25

JE's	Description	Finance Business Date	50	50	51	51	52	52	52	70	70	71	71
			Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101
503052,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2025	(354.17)		(1,456.45)		(22,937.53)						
503053,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2025	(3,749.56)		2,416.65		(5,538.58)			(916.67)			
503054,	STND3: MAPPING SYSTEM CHARGES	3/31/2025			(661.67)								
503055,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2025			(45.00)		(45.00)						
503056,	STND5: COMPUTER SYSTEM CHARGES	3/31/2025			(445.00)		(715.00)						
502450,	RECLASS, ORIG XFER NOT NEEDED	2/28/2025											
502451,	MOTORPOOL RENTS FEBRUARY	2/28/2025											
502452,	RECORD BERKLEY MED FEB	2/28/2025											
413857,	RECLASS PR OVER BUDGET	12/31/2024											
413865,	UMB REBATE 2024	12/31/2024	7.02		29.58		649.68						
502334 GBI,	FEBRUARY LANDFILL INTERFUND XFERS	2/28/2025					2,442.24						
503007 GBI,	MARCH AIRPORT INTERFUND XFERS	3/31/2025											
501054 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025	221.27										
501058 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025	(30,879.69)		30,879.69								
501062 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025	(65,496.08)		68,600.75								
503189,	DHS RENT MARCH 2025	3/1/2025											
413887,	YEAR END UNEXPECTED REVENUE	12/31/2024											
413889,	RECLASS YEAR END POSTAGE	12/31/2024											
503262,	SURPLUS CASH TO OWNER	3/31/2025							21,477.00	(21,477.00)			
503263,	POSTAGE USE MARCH 2025	3/31/2025							(39.33)				
503264,	COPIES BLACK MARCH 2025	3/31/2025											
503265,	COPIES COLOR MARCH 2025	3/31/2025											
504001 GBI,	APRIL AIRPORT INTERFUND XFERS	4/30/2025											
413918,	REVERSE 2024 ACCTG TIME BILLED TO HUMAN SERV	12/31/2024											
503269,	DHS ACCOUNTING TIME 1ST QUARTER	3/31/2025											
503270,	DHS ATTORNEY TIME 1ST QUARTER	3/31/2025											
504016 UBB,	ANTELOPE HILLS W/S BILLING AR JE	4/1/2025	(31,845.94)		31,845.94								
504012 UBB,	NORTH GUNNISON W/S BILLING AR JE	4/1/2025	221.27										
504019 UBB,	DOS RIOS W/S BILLING AR JE	4/1/2025	(64,163.09)		67,267.76								
413920,	YEAR END TRANSFER TO COVER EXPENDITURES	12/31/2024											
504038,	WATER & SEWER POSTAGE 2ND QUARTER	4/30/2025	(509.50)		(251.85)								
503413,	REC MED DEN FLEX RX CHECKS MARCH	3/31/2025											
503421,	CASH XFER TO PREVENT MARCH SHORTFALL	3/31/2025							1,221,500.00				
503422,	LANDFILL ALLOCATION MARCH	3/31/2025					(30,226.92)	4,759.63	17,913.88				
503423,	MOTORPOOL RENTS MARCH	3/31/2025											
502453,	PAYROLL IMPORT FEBRUARY 2025	2/28/2025	(5,017.94)		(15,781.58)		(58,560.68)		(8,783.43)		(1,087.66)		
GNI,	PCARD Import FEBRUARY 2025	2/28/2025			(361.52)				(103.02)				
AP,	AP CLEARING MARCH 2025	3/31/2025	(88,868.47)		(20,887.02)		(35,289.27)		(1,229,053.22)		(12,444.19)		
503436,	REVENUE CLEARING MARCH 2025	3/31/2025					178.00				12,676.00		
503261,	PAYROLL IMPORT MARCH 2025	3/31/2025	(2,685.11)		(16,723.79)		(55,204.81)		(8,783.46)		(1,091.38)		
503266,	PAYROLL TRANSFER (BMO TRF) MARCH 2025	3/31/2025											
TOTALS			(293,119.99)	-	144,426.49	-	(205,247.87)	4,759.63	17,913.88	(4,702.13)	(21,477.00)	(1,947.23)	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

March-25

JE's	Description	Finance Business Date	72	80	82	90	90	91	92	93	95	95
			Assisted Living	Internal Service I	Internal Service II	Health Insurance	Health Claims Clearing	Marketing District	Transportation Authority	Public Trustee	Accounts Pay Clearing	Payroll Clearing
			72 11900	80 11900	82 11900	90 11900	90 11101	91 11900	92 11900	93 11900	95 11121	95 11122
503052,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2025		54,564.30	(156.25)							
503053,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2025		(8,108.83)	(7,638.09)			(3,708.50)	(1,166.67)			
503054,	STND3: MAPPING SYSTEM CHARGES	3/31/2025			13,937.00							
503055,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2025		(45.00)	7,786.33					(45.00)		
503056,	STND5: COMPUTER SYSTEM CHARGES	3/31/2025		(460.00)	45,786.76					(235.00)		
502450,	RECLASS, ORIG XFER NOT NEEDED	2/28/2025							50,000.00			
502451,	MOTORPOOL RENTS FEBRUARY	2/28/2025		1,682.37								
502452,	RECORD BERKLEY MED FEB	2/28/2025				76,605.87	(76,605.87)					
413857,	RECLASS PR OVER BUDGET	12/31/2024										
413865,	UMB REBATE 2024	12/31/2024		380.06	2,490.50					17.89		
502334 GBI,	FEBRUARY LANDFILL INTERFUND XFERS	2/28/2025										
503007 GBI,	MARCH AIRPORT INTERFUND XFERS	3/31/2025										
501054 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025										
501058 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025										
501062 UBB,	JANUARY UTILITY INTERFUND TRANSFERS	1/1/2025										
503189,	DHS RENT MARCH 2025	3/1/2025										
413887,	YEAR END UNEXPECTED REVENUE	12/31/2024										
413889,	RECLASS YEAR END POSTAGE	12/31/2024			3,000.00							
503262,	SURPLUS CASH TO OWNER	3/31/2025										
503263,	POSTAGE USE MARCH 2025	3/31/2025			993.77							
503264,	COPIES BLACK MARCH 2025	3/31/2025			650.27					(0.04)		
503265,	COPIES COLOR MARCH 2025	3/31/2025			2,226.05					(0.18)		
504001 GBI,	APRIL AIRPORT INTERFUND XFERS	4/30/2025										
413918,	REVERSE 2024 ACCTG TIME BILLED TO HUMAN SERV	12/31/2024										
503269,	DHS ACCOUNTING TIME 1ST QUARTER	3/31/2025										
503270,	DHS ATTORNEY TIME 1ST QUARTER	3/31/2025										
504016 UBB,	ANTELOPE HILLS W/S BILLING AR JE	4/1/2025										
504012 UBB,	NORTH GUNNISON W/S BILLING AR JE	4/1/2025										
504019 UBB,	DOS RIOS W/S BILLING AR JE	4/1/2025										
413920,	YEAR END TRANSFER TO COVER EXPENDITURES	12/31/2024										
504038,	WATER & SEWER POSTAGE 2ND QUARTER	4/30/2025										
503413,	REC MED DEN FLEX RX CHECKS MARCH	3/31/2025				(109,585.78)	117,232.73					
503421,	CASH XFER TO PREVENT MARCH SHORTFALL	3/31/2025		221,600.00	10,750.00					11,250.00		
503422,	LANDFILL ALLOCATION MARCH	3/31/2025										
503423,	MOTORPOOL RENTS MARCH	3/31/2025		3,515.70								
502453,	PAYROLL IMPORT FEBRUARY 2025	2/28/2025		(105,843.45)	(47,448.45)	260,855.69				(5,331.00)		
GNI,	PCARD Import FEBRUARY 2025	2/28/2025		(2,803.69)	(22,703.57)	(274.27)				(176.25)		
AP,	AP CLEARING MARCH 2025	3/31/2025		(72,915.79)	(21,736.64)	(69,811.36)		(329,580.29)	(397,041.94)	(153.95)	3,607,402.47	
503436,	REVENUE CLEARING MARCH 2025	3/31/2025						584,942.49	618,295.65			
503261,	PAYROLL IMPORT MARCH 2025	3/31/2025		(90,148.15)	(46,795.66)	259,078.44				(5,183.36)		
503266,	PAYROLL TRANSFER (BMO TRF) MARCH 2025	3/31/2025										1,373,424.70
	TOTALS		-	1,417.52	(58,857.98)	416,868.59	40,626.86	251,653.70	270,087.04	143.11	3,607,402.47	1,373,424.70

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: February 2025 Sales Tax and Local Marketing Tax

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

February 2025 Sales Tax and Local Marketing Tax

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 4/10/2025

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025



**Gunnison County, Colorado
Total Taxable Sales**

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172	18,893,334											\$ 36,942,506
Crested Butte	11,712,346	15,613,837											\$ 27,326,183
Mt. Crested Butte	7,659,713	9,984,691											\$ 17,644,404
Marble	46,130	58,375											\$ 104,505
Pitkin	86,335	133,944											\$ 220,279
Unincorporated	20,064,643	31,378,809											\$ 51,443,452
TOTAL TAXABLE SALES	\$ 57,618,339	\$ 76,062,990											\$ 133,681,329
Computed 1% Sales Tax	\$ 576,183	\$ 760,630											\$ 1,336,813
% Incr(Decr) of 2025 over 2024	0.67%	26.54%											
Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	\$ 262,219,653
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	\$ 162,825,706
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	\$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	\$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	\$ 2,444,499
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	\$ 253,831,648
TOTAL TAXABLE SALES	\$ 57,236,655	\$ 60,109,302	\$ 61,487,173	\$ 38,223,329	\$ 47,259,056	\$ 69,379,456	\$ 82,740,308	\$ 76,385,977	\$ 70,832,485	\$ 64,760,052	\$ 47,403,126	\$ 72,993,241	\$ 748,810,160
Computed 1% Sales Tax	\$ 572,367	\$ 601,093	\$ 614,872	\$ 382,233	\$ 472,591	\$ 693,795	\$ 827,403	\$ 763,860	\$ 708,325	\$ 647,601	\$ 474,031	\$ 729,932	\$ 7,488,102
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%
Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	\$ 257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	\$ 164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	\$ 65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	\$ 3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	\$ 2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	\$ 232,911,141
TOTAL TAXABLE SALES	\$ 55,756,070	\$ 58,454,881	\$ 65,630,349	\$ 39,026,774	\$ 45,260,991	\$ 64,125,619	\$ 86,056,769	\$ 78,695,446	\$ 69,146,416	\$ 52,318,908	\$ 47,353,385	\$ 63,647,023	\$ 725,472,631
Computed 1% Sales Tax	\$ 557,561	\$ 584,549	\$ 656,303	\$ 390,268	\$ 452,610	\$ 641,256	\$ 860,568	\$ 786,954	\$ 691,464	\$ 523,189	\$ 473,534	\$ 636,470	\$ 7,254,726
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%	3.98%



GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	\$ 361,947	\$ 510,741											\$ 872,688	\$ 872,688
	% Change over previous year (monthly)	4.67%	40.35%												22.97%
2024	COUNTY REVENUE	\$ 345,784	\$ 363,893	\$ 372,803	\$ 242,893	\$ 302,632	\$ 455,467	\$ 517,661	\$ 478,153	\$ 443,264	\$ 394,375	\$ 307,805	\$ 480,765	\$4,705,494	\$ 709,677
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%	17.96%	1.36%	20.61%		6.71%
2023	COUNTY REVENUE	\$ 324,932	\$ 340,144	\$ 389,749	\$ 241,989	\$ 280,294	\$ 399,947	\$ 530,432	\$ 497,880	\$ 454,007	\$ 334,331	\$ 303,664	\$ 398,619	\$4,495,987	\$ 665,076
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		12.67%
2022	COUNTY REVENUE	\$ 292,878	\$ 297,417	\$ 362,083	\$ 230,107	\$ 269,740	\$ 424,310	\$ 465,675	\$ 452,474	\$ 406,304	\$ 319,128	\$ 284,705	\$ 378,280	\$4,183,101	\$ 590,294
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		20.07%
2021	COUNTY REVENUE	\$ 233,764	\$ 257,877	\$ 290,061	\$ 199,332	\$ 232,968	\$ 360,366	\$ 410,033	\$ 364,718	\$ 372,329	\$ 273,281	\$ 250,647	\$ 326,389	\$3,571,764	\$ 491,642
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		14.95%
2020	COUNTY REVENUE	\$ 211,645	\$ 216,061	\$ 168,955	\$ 143,089	\$ 170,460	\$ 251,544	\$ 335,046	\$ 304,309	\$ 325,465	\$ 238,366	\$ 205,332	\$ 299,015	\$2,869,287	\$ 427,706
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		26.91%
2019	COUNTY REVENUE	\$ 170,068	\$ 166,941	\$ 175,741	\$ 132,172	\$ 142,698	\$ 237,026	\$ 315,888	\$ 272,816	\$ 247,731	\$ 201,760	\$ 179,764	\$ 260,373	\$2,502,978	\$ 337,009
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		9.82%
2018	COUNTY REVENUE	\$ 158,998	\$ 147,877	\$ 168,535	\$ 120,215	\$ 143,035	\$ 214,044	\$ 282,457	\$ 233,448	\$ 276,580	\$ 159,001	\$ 125,311	\$ 194,760	\$2,224,261	\$ 306,875
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		7.13%
2017	COUNTY REVENUE	\$ 139,392	\$ 147,047	\$ 175,495	\$ 96,225	\$ 115,279	\$ 183,923	\$ 225,052	\$ 239,240	\$ 200,934	\$ 141,366	\$ 116,836	\$ 182,356	\$1,963,146	\$ 286,439
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		-0.59%
2016	COUNTY REVENUE	\$ 125,157	\$ 162,979	\$ 157,480	\$ 104,370	\$ 109,392	\$ 180,729	\$ 236,845	\$ 228,536	\$ 188,024	\$ 120,348	\$ 95,628	\$ 172,116	\$1,881,604	\$ 288,136
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		14.13%
2015	COUNTY REVENUE	\$ 126,679	\$ 125,795	\$ 150,379	\$ 85,652	\$ 102,664	\$ 165,071	\$ 230,768	\$ 195,968	\$ 196,937	\$ 113,088	\$ 100,454	\$ 165,123	\$1,758,576	\$ 252,473
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		

Budgeted Sales Tax Revenue	\$ 4,407,000
% YTD Actual / Total Budgeted	19.80%
Budgeted Sales Tax Revenue	\$ 4,207,000
% YTD Actual / Total Budgeted	16.87%
Budgeted Sales Tax Revenue	\$ 3,940,000
% YTD Actual / Total Budgeted	16.88%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	17.33%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	14.43%
Budgeted Sales Tax Revenue	\$ 2,364,672
% YTD Actual / Total Budgeted	18.09%
Budgeted Sales Tax Revenue	\$ 2,110,144
% YTD Actual / Total Budgeted	15.97%
Budgeted Sales Tax Revenue	\$ 1,924,050
% YTD Actual / Total Budgeted	15.95%
Budgeted Sales Tax Revenue	\$ 1,838,400
% YTD Actual / Total Budgeted	15.58%
Budgeted Sales Tax Revenue	\$ 1,838,000
% YTD Actual / Total Budgeted	15.68%
Budgeted Sales Tax Revenue	\$ 1,590,000
% YTD Actual / Total Budgeted	15.88%



Sales Tax by Industry and Jurisdiction
February 2025 Sales

February 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	19,348	3,747	15	11,054	2	5,979	\$ 40,143
Bldg Material & Trades	9,694	26,834	1	1,257	87	18,921	\$ 56,796
Clothing Stores	3,932	959	-	2,342	-	-	\$ 7,233
Department Stores	2,001	13,067	1	26	190	559	\$ 15,844
Furniture & Appliance Stores	7,335	1,785	93	3,113	2	3,503	\$ 15,831
Grocery Stores	14,903	46,665	0	263	-	200	\$ 62,031
Lodging	11,907	7,718	103	44,952	481	12,982	\$ 78,142
Manufacturing	2,690	1,360	15	1,107	0	3,483	\$ 8,654
Marijuana	2,355	2,676	-	-	-	-	\$ 5,030
Miscellaneous Services	14,630	14,925	14	20,787	237	19,419	\$ 70,012
Online Sales	-	-	-	-	-	209,528	\$ 209,528
Ranching & Agriculture	-	49	-	-	-	-	\$ 49
Specialty Shops	9,293	12,183	92	2,035	20	15,056	\$ 38,678
Utilities	6,686	10,662	235	7,880	313	18,233	\$ 44,010
Vehicle Sales, Parts & Services	1,783	13,771	15	87	7	2,749	\$ 18,412
Restaurant, Bars & Liquor Stores	48,240	25,872	1	4,943	-	1,322	\$ 80,378
Gas & Convenience Stores	1,342	6,661	-	-	1	1,854	\$ 9,859
Grand Total	\$ 156,138	\$ 188,933	\$ 584	\$ 99,847	\$ 1,339	\$ 313,788	\$ 760,630

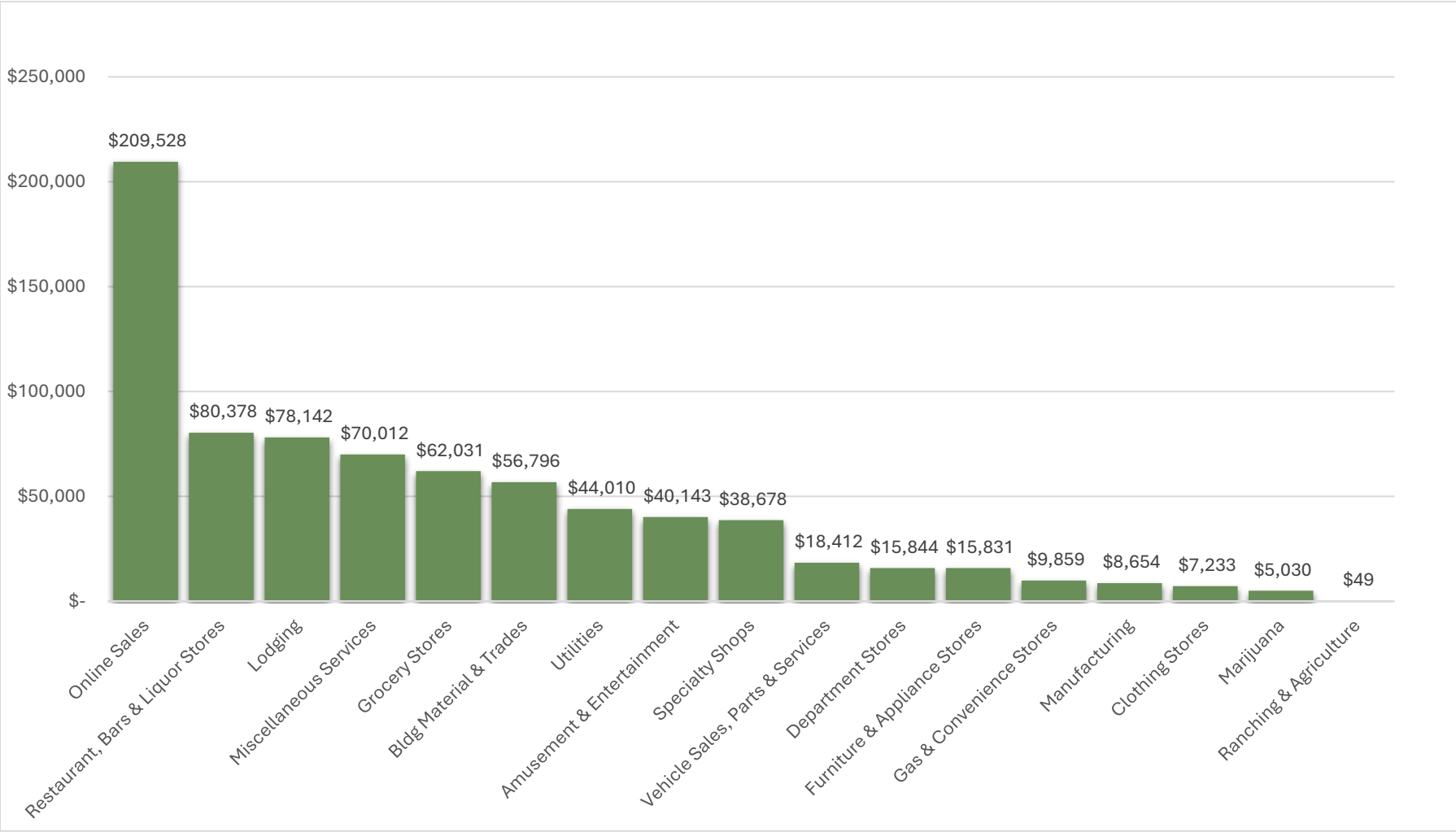
\$ Change from PY	% Change from PY
\$ 6,594	19.65%
\$ 12,181	27.30%
\$ 142	2.00%
\$ 3,838	31.97%
\$ 11,340	252.54%
\$ 2,683	4.52%
\$ (614)	-0.78%
\$ (838)	-8.82%
\$ (686)	-12.00%
\$ 3,944	5.97%
\$ 107,914	106.20%
\$ 20	67.57%
\$ 13,852	55.80%
\$ (2,153)	-4.66%
\$ 653	3.68%
\$ (1,633)	-1.99%
\$ 2,298	30.40%
\$ 159,537	26.54%

% Change from PY 5% 6% 2% 5% 165% 76% 27%

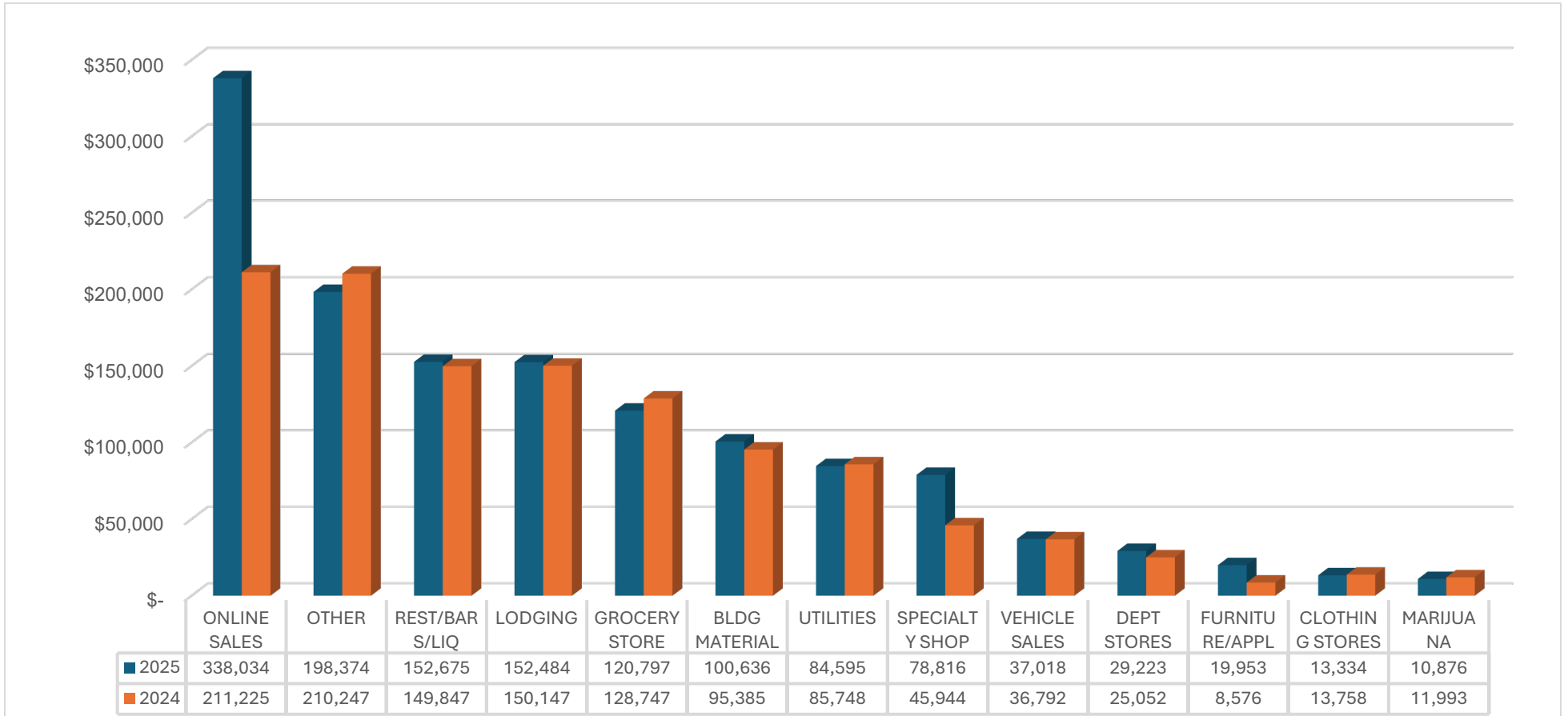
February 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	11,658	3,563	-	12,153	10	6,165	\$ 33,549
Bldg Material & Trades	14,657	22,305	5	547	157	6,943	\$ 44,614
Clothing Stores	3,738	883	-	2,460	-	10	\$ 7,091
Department Stores	-	12,006	-	-	-	-	\$ 12,006
Furniture & Appliance Stores	1,799	1,295	30	229	4	1,133	\$ 4,490
Grocery Stores	14,829	44,347	-	4	-	168	\$ 59,348
Lodging	12,362	6,544	157	47,718	51	11,924	\$ 78,756
Manufacturing	4,793	2,059	1	48	2	2,589	\$ 9,492
Marijuana	2,395	3,321	-	-	-	-	\$ 5,717
Miscellaneous Services	18,156	11,716	125	18,731	2	17,339	\$ 66,069
Online Sales	-	-	-	-	-	101,614	\$ 101,614
Ranching & Agriculture	-	29	-	-	-	-	\$ 29
Specialty Shops	7,626	12,342	10	363	0	4,484	\$ 24,825
Utilities	7,188	11,337	226	7,182	265	19,965	\$ 46,163
Vehicle Sales, Parts & Services	1,269	12,577	14	16	14	3,868	\$ 17,759
Restaurant, Bars & Liquor Stores	47,602	27,981	1	5,315	-	1,112	\$ 82,011
Gas & Convenience Stores	1,232	5,662	-	-	0	666	\$ 7,561
Grand Total	\$ 149,305	\$ 177,967	\$ 570	\$ 94,766	\$ 506	\$ 177,979	\$ 601,093

Gunnison County Sales Tax by Industry

February 2025



Gunnison County Sales Tax
Year to Date Industry Comparison
2024 vs 2025



*Other=Amusement & Entertainment, Gas & Convenience Stores, Manufacturing, Miscellaneous Services, Ranching & Agriculture



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025														
Current Month Net Collection	552,411.00	366,081.52												
Marble Only Collections	888.00	296.52												
Non Marble Collections	551,523.00	365,785.00												
Interest Credit	38,440.00	537.00												
Program Cost	-	689.47												
Current Total Distribution	\$ 590,851.00	\$ 367,307.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 958,158.99	\$ 958,158.99
% Change over previous year (cumulative)	95.14%	-20.30%											25.48%	
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00	126,184.76	353,760.00		
Marble Only Collections	233.00	495.00	1,071.00	378.00	1,125.00	5,321.48	3,695.00	2,715.00	7,583.00	1,571.00	990.76	1,712.00		
Non Marble Collections	301,990.00	459,186.85	482,809.95	93,104.00	127,625.00	333,358.98	522,970.00	419,601.88	427,044.00	181,679.00	125,194.00	352,048.00		
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
Current Total Distribution	\$ 302,775.95	\$ 460,839.69	\$ 484,547.29	\$ 94,124.05	\$ 129,222.22	\$ 327,920.32	\$ 527,404.17	\$ 423,718.24	\$ 435,261.90	\$ 184,134.26	\$ 126,797.40	\$ 354,231.67	\$ 3,850,977.16	\$ 763,615.64
% Change over previous year (cumulative)	-5.02%	40.64%	11.88%	-2.64%	3.81%	12.20%	5.81%	18.56%	-4.02%	-16.05%	-0.20%	2.81%	7.17%	
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	584.00	(362.00)	926.00	318.00	600.00	2,512.00	2,919.00	1,950.00	5,775.00	1,270.00	564.00	1,397.00		
Non Marble Collections	317,905.00	327,570.00	431,738.00	95,968.00	123,421.56	299,625.15	495,479.00	354,535.00	446,993.00	216,265.00	125,825.00	342,725.00		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ 219,348.84	\$ 127,046.45	\$ 344,533.12	\$ 3,593,236.30	\$ 646,438.90
% Change over previous year (cumulative)	-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%	-1.38%	
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 669,501.64
% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 577,596.02
% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 411,103.70
% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 359,878.83
% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 304,626.43
% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 281,603.50
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 319,762.87
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

Jurisdiction	2025 January	2025 February	2025 March	2025 April	2025 May	2025 June	2025 July	2025 August	2025 September	2025 October	2025 November	2025 December	Grand Total
Crested Butte	63,764	65,188											\$ 128,952
Gunnison	20,555	20,771											\$ 41,326
Marble	888	297											\$ 1,185
Pitkin	211	323											\$ 534
Mt Crested Butte	444,891	213,368											\$ 658,259
Unincorporated/ Gunnison County	60,542	66,672											\$ 127,214
Program Cost	-	689											\$ 689
Grand Total	\$ 590,851	\$ 367,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 958,159

Jurisdiction	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	2024 December	Grand Total
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	\$ 674,646
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	\$ 493,881
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	\$ 26,890
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	\$ 5,913
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	\$ 1,777,707
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	\$ 875,948
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
Grand Total	\$ 302,776	\$ 460,840	\$ 484,547	\$ 94,124	\$ 129,222	\$ 327,920	\$ 527,404	\$ 423,718	\$ 435,262	\$ 184,134	\$ 126,797	\$ 354,232	\$ 3,850,977

Jurisdiction	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 December	Grand Total
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	\$ 774,704
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	\$ 473,812
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	\$ 18,464
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	\$ 8,101
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	\$ 1,529,758
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	\$ 792,812
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
Grand Total	\$ 318,774	\$ 327,665	\$ 433,113	\$ 96,674	\$ 124,485	\$ 292,264	\$ 498,465	\$ 357,373	\$ 453,496	\$ 219,349	\$ 127,046	\$ 344,533	\$ 3,593,236



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

NAICS	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-											\$ -
Lessors of Residential Buildings	27,046	23,553											\$ 50,599
Lessors of Other Real Estate Property	267,649	32,343											\$ 299,992
Residential Property Managers	23,115	27,090											\$ 50,205
Hotels and Motels	78,447	104,564											\$ 183,011
Bed and Breakfast Inns	1,161	2,963											\$ 4,124
All Other Traveler Accommodation	186,849	166,162											\$ 353,011
RV Parks and Campgrounds	4,230	4,273											\$ 8,503
Recreational and Vacation Camps	2,354	5,671											\$ 8,025
Program Cost	-	689											\$ 689
Grand Total	\$ 590,851	\$ 367,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 958,159

NAICS	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	\$ 288
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	\$ 356,588
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	\$ 310,763
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	\$ 176,340
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	\$ 1,165,690
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	\$ 37,418
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	\$ 1,676,701
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	\$ 96,570
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	\$ 34,627
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
Grand Total	\$ 302,776	\$ 460,840	\$ 484,547	\$ 94,124	\$ 129,222	\$ 327,920	\$ 527,404	\$ 423,718	\$ 435,262	\$ 184,134	\$ 126,797	\$ 354,232	\$ 3,850,977

NAICS	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-				-		152				168	\$ 320
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	\$ 367,189
Lessors of Other Real Estate Property	(117)	-	937		16,312	45	664	409	34,275	11,803	4,690	32,947	\$ 101,965
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	\$ 165,367
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	\$ 1,205,214
Bed and Breakfast Inns	787	1,422	3,836		60	2,268	5,896	3,108	9,201	1,078	73	1,963	\$ 29,692
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	\$ 1,583,645
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	\$ 107,404
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	\$ 36,855
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
Grand Total	\$ 318,774	\$ 327,665	\$ 433,113	\$ 96,674	\$ 124,485	\$ 292,264	\$ 498,465	\$ 357,373	\$ 453,496	\$ 219,349	\$ 127,046	\$ 344,533	\$ 3,593,236

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly, Investment and Quarterly Interest Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/11/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025

TREASURER'S MONTHLY REPORT FOR MARCH 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	5,005,645.70	1,542,053.73	(2,579,592.35)	3,968,107.08
Due from Tre-Road & Bridge	4,595,568.80	81,826.19	(65,976.16)	4,611,418.83
Due from Tre-Human Services	1,169,909.21	51,771.00	(241,717.22)	979,962.99
Due from Tre-Public Health Agency	161,565.27	7,131.48	(17,347.85)	151,348.90
Due from Tre-Conservation Trust	345,218.40	13,506.39	-	358,724.79
Due from Tre-Bond Fund	747.87	2.59	-	750.46
Due from Tre-Airport	1,526,763.54	153,881.08	(2,417.81)	1,678,226.81
Due from Tre-Sales Tax	5,796,405.17	382,988.51	(23.49)	6,179,370.19
Due from Tre-Land Preservation	2,031,981.54	193,011.27	-	2,224,992.81
Due from Tre-Mosquito	93,265.70	6,841.05	(144.62)	99,962.13
Due from Tre-Sage Grouse	409,433.47	8,998.71	-	418,432.18
Due from Tre-Risk Management	12,625.94	38.51	(1,513.92)	11,150.53
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	89,055.27	8,140.86	(18,488.52)	78,707.61
Due from Tre-Sewer	1,248,386.83	144,938.64	(295,294.25)	1,098,031.22
Due from Tre-Water	896,494.05	148,034.39	-	1,044,528.44
Due from Tre-Solid Waste	613,207.08	131,428.59	(206,529.75)	538,105.92
Due from Tre-Housing Authority	4,780.48	0.27	(4,702.13)	78.62
Due from Tre-Gunn Sr Housing	253,649.28	872.42	(1,947.23)	252,574.47
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	561.88	3,007.37	(15.78)	3,553.47
Due from Tre-Internal Service II	58,969.68	0.39	(58,857.98)	112.09
Due from Tre-Insurance Trust	2,146,324.10	458,016.36	(1,116.00)	2,603,224.46
Due from Tre-Local Marketing District	1,805,537.37	258,784.05	-	2,064,321.42
Due from Tre-Rural Trans Auth	5,287,327.09	291,891.85	(25.34)	5,579,193.60
Due from Tre-Public Trustee Agency	24.52	143.11	-	167.63
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	225.00	(225.00)	-
Due from Tre-Treas Fees	-	113,987.61	(113,981.61)	6.00
Due from Tre-Health Claims	220,641.40	40,626.86	(194,202.23)	67,066.03
Due from Tre-Landfill Closure	1,404,949.80	11,610.43	-	1,416,560.23
Due from Tre-Landfill Cons Resv	1,958,623.62	18,247.09	-	1,976,870.71
Due from Tre-Payroll Clearing	7,719.34	2,999,100.77	(2,999,563.15)	7,256.96
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	-	-	-	-
Due from Tre-Housing Authority Restricted Deposits	40,450.96	-	(21,477.00)	18,973.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	966,773.01	3,607,402.47	(3,441,983.10)	1,132,192.38
Due from Tre-Finance Revenue Clearing	45,753.84	3,354,618.99	(3,354,618.99)	45,753.84
Due from Tre-Water Resource	51,117.81	177.18	-	51,294.99
Due from Tre-Workforce Impact Fees	409,464.88	1,419.23	-	410,884.11
Due from Tre-Living Community	366,356.38	97,781.32	(367,781.00)	96,356.70
COUNTY FUNDS TOTAL	39,480,843.47	14,132,505.76	(13,989,542.48)	39,623,806.75
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	114,663.76	42,258.20	(115,338.13)	41,583.83
Due from Tre-Crested Butte Street/Alley	439,469.74	139,448.35	(443,653.17)	135,264.92
Due from Tre-Gunnison City General	169,233.55	36,213.06	(170,409.48)	35,037.13
Due from Tre-Marble General	12,473.95	3,519.66	(12,539.67)	3,453.94
Due from Tre-Mt Crested Butte General	648,230.26	173,874.06	(662,828.89)	159,275.43
Due from Tre-Pitkin General	12,066.74	3,739.65	(12,137.97)	3,668.42
CITIES AND TOWNS TOTAL	1,396,138.00	399,052.98	(1,416,907.31)	378,283.67
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	6,280,622.76	1,759,672.40	(7,422,336.97)	617,958.19
Due from Tre-Gunn RE1J Bond	3,189,580.29	837,197.38	(3,779,626.24)	247,151.43
Due from Tre-Delta 50J General	98,357.58	64,100.26	(140,975.31)	21,482.53
Due from Tre-Delta 50J Bond	13,406.77	8,255.63	(19,660.72)	2,001.68
Due from Tre-Montrose RE1J General	69,403.19	30,068.93	(91,452.45)	8,019.67
Due from Tre-Montrose RE1J Bond	5,867.81	2,551.94	(7,806.53)	613.22
Due from Tre-Reij 2014 Mill Override	844,321.70	222,173.97	(1,001,071.62)	65,424.05

SCHOOLS TOTAL	10,501,560.10	2,924,020.51	(12,462,929.84)	962,650.77
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	34,078.88	756.03	(34,078.88)	756.03
Due From Tre-Gunn Rising #3	2.84	3.07	(2.84)	3.07
Due From Tre-Gunn Rising #4	2.21	2.39	(2.21)	2.39
Due from Tre-CO River Water CD	181,961.78	52,061.09	(184,146.74)	49,876.13
Due from Tre-Reserve MD2	52,059.12	21,537.63	(52,680.56)	20,916.19
Due from Tre-Mt Crested Butte DDA	510,095.67	83,533.19	(512,601.68)	81,027.18
Due from Tre-Bostwick Park Water CD	1,100.62	951.63	(1,128.65)	923.60
Due from Tre-Crawford Water CD	0.69	-	(0.69)	-
Due from Tre-Crested Butte South MD	196,987.72	34,214.53	(197,944.44)	33,257.81
Due from Tre-Mt CB Water/San	434,011.21	117,533.80	(444,448.22)	107,096.79
Due from Tre-East River Regional SD	36,495.47	13,855.18	(36,985.90)	13,364.75
Due from Tre-Cemetery	87,625.74	19,909.14	(88,294.97)	19,239.91
Due from Tre-Gunn Co Metro Rec Dist	351,343.31	98,699.06	(355,560.08)	94,482.29
Due from Tre-N Fork Water CD	1,342.62	1,117.02	(1,372.40)	1,087.24
Due from Tre-Skyland MD	239,373.67	99,181.43	(242,231.74)	96,323.36
Due from Tre-Upper Gunn Water CD	673,133.84	186,004.87	(681,169.41)	177,969.30
Due from Tre-Crested Butte Fire PD	1,964,536.65	595,188.34	(1,992,828.40)	566,896.59
Due from Tre-Gunn Co Fire PD	393,411.12	99,142.82	(396,268.52)	96,285.42
Due from Tre-Carbondale & Rural Fire PD	76,208.44	27,154.60	(76,984.71)	26,378.33
Due from Tre-Ragged Mt Fire PD	9,372.15	5,632.45	(9,520.67)	5,483.93
Due from Tre-Arrowhead Fire PD	29,902.00	10,751.83	(30,303.23)	10,350.60
Due From Tre-Library General Fund	739,029.57	211,460.79	(747,907.30)	202,583.06
Due From Tre-Reserve MD#2 BOND 2016A	181,775.42	61,749.63	(183,548.00)	59,977.05
Due From Tre-North Fork Ambulance Health Service D	25,653.74	14,090.92	(26,029.75)	13,714.91
Due From Tre-Reserve MD #2 BOND 2016B	20,319.41	8,406.44	(20,561.96)	8,163.89
Due From Tre-Reserve MD #2 BOND 2016C	18,050.05	7,467.53	(18,265.51)	7,252.07
Due From Tre-Crested Butte Fire PD Bond	548,895.69	166,301.48	(556,800.69)	158,396.48
Due From Tre-Gunn Co Metro Rec North	445,965.36	130,997.77	(450,033.14)	126,929.99
IMPROVEMENT DISTRICTS TOTAL	7,252,734.99	2,067,704.66	(7,341,701.29)	1,978,738.36
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	408,567.47	605,640.67	(546,013.14)	468,195.00
Due from Tre-Clerk Sales Tax	-	50,065.21	(50,065.21)	-
Due from Tre-SOT	-	341,634.41	(341,634.41)	-
Due from Tre-State Auto	-	223,587.57	(223,587.57)	-
Due from Tre-Clerk ST Domestic Abuse	-	140.00	(140.00)	-
Due from Tre-Clerk State Registrar	-	21.00	(21.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	624.00	(624.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	12,793.06	(12,793.06)	-
Due from Tre-Investment Interest	-	151,204.41	(151,204.41)	-
Due from Tre-Treas Deed	3,763.41	-	(13.00)	3,750.41
Due from Tre-Unused Remittances	118.64	-	-	118.64
Due from Tre-Elected Official Fees Clrg	13,422.18	9,058.40	(9,624.16)	12,856.42
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	425,871.70	1,394,768.73	(1,335,719.96)	484,920.47
GRAND TOTALS	59,057,148.26	20,918,052.64	(36,546,800.88)	43,428,400.02

TO THE HONORABLE LAURA PUCKETT DANIELS , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of March 2025

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer

Monthly Investment Report

March 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	384,028.01			Cash	
BMO	1101	1,440,222.44	0.00%		Chkg	
BMO CC	1103	404,617.74	0.00%		Chkg	
BMO MM	1104	4,340,325.14	3.13%		MM	
BMO Sheriff Account	1109	0.00	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	328,280.91	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	1,663,203.68	0.00%		Chkg	
Colostrust Plus	1118	1,191,760.17	4.40%		Pool	
C-Safe	1121	1,521,365.07	4.47%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	88,808.07	1.98%			
TOTAL CASH AND CHECKING		11,516,772.91			26.52%	
INVESTMonthlyENTS						
FHLB AXH6	1154	550,550.00	5.00%		AG	12/6/28
FHLMC GYTW2	1168	500,904.50	5.30%		AG	6/14/27
FHLB AVQF2	1172	500,204.50	5.00%		AG	4/24/28
FHLB AVLU4	1174	500,006.50	4.85%		AG	4/25/28
FHLB AVK50	1175	500,204.50	5.00%		AG	4/24/28
Unifed Fidelity Bank GA56	1189	249,461.69	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	249,221.35	4.85%		CD	3/29/27
Ally Bank GM42	1191	247,180.50	5.05%		CD	3/23/26
FHLB ATB55	1204	499,917.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	700,440.76	4.00%		AG	8/24/27
Synchrony Bank EXB81	1208	244,330.90	3.40%		CD	7/29/25
Discover Bank 3N361	1209	243,067.93	3.45%		CD	7/29/26
US Treasury CCF68	1210	481,406.00	0.75%		T	5/31/26
FHLMC GXXR0	1211	498,658.50	3.32%		AG	6/30/25
FHLMC GXYD0	1212	498,175.00	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	242,225.86	3.45%		CD	6/29/27
American Express AD582	1214	241,975.96	3.40%		CD	6/29/27
FHLB ASGP8	1215	509,567.01	4.10%		AG	7/14/25
FHLMC GXZT4	1216	499,435.50	4.00%		AG	7/14/25
FHLB ARU20	1217	492,570.00	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	483,906.00	0.50%		T	2/28/26
FHLB AR6F3	1219	matured				
FHLB ARC388	1220	580,434.00	2.30%		AG	3/29/27
FHLB AR7M7	1221	494,282.00	2.00%		AG	9/30/25
US Treasury 8Z781	1222	478,671.50	1.50%		T	1/31/27
FHLBB AQB4	1223	490,994.00	1.00%		AG	12/30/25
FHLB APLK9	1225	478,997.00	1.28%		AG	10/28/26
FHLB APH40	1226	477,590.50	1.06%		AG	10/21/26
FHLB ANG95	1227	480,962.50	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	233,522.97	0.85%		cd	9/30/26
FHLB ANJK7	1229	956,683.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	342,104.70	0.75%		AG	11/28/25
FFCB EMZW5	1233	497,599.50	0.73%		AG	5/19/25
FHLB AMJN3	1234	482,567.50	1.03%		AG	5/26/26
FHLB AMDY5	1235	482,625.00	1.00%		AG	5/20/26
FHLB AMDV1	1236	483,246.00	1.05%		AG	5/12/26
FHLB ALW26	1237	498,942.00	0.75%		AG	4/22/25
FHLB ALW67	1238	484,286.50	1.10%		AG	4/22/26
FHLB ALV68	1240	484,793.50	1.03%		AG	3/30/26
FHLB ALM43	1241	491,306.50	0.75%		AG	9/30/25
FHLB ALMM3	1242	484,648.50	1.00%		AG	3/30/26
FHLB AKWS1	1243	484,310.00	0.53%		AG	2/17/26
FHLB ALA53	1244	484,262.50	0.60%		AG	2/25/26
FFCB EMJTO	1245	477,995.49	0.60%		AG	12/9/25
FAMC 2B3F5	1246	293,156.40	0.60%		AG	11/20/25
FHLMC GXAP9	1248	488,949.50	0.60%		AG	11/12/25
JP Morgan UNC9	1250	237,454.00	0.40%		CD	9/30/25
Bank of Baroda HMT7	1260	242,275.84	0.65%		CD	7/22/25
Texas Exchange Bank THU7	1263	243,209.29	1.00%		CD	6/19/25
Toyota Financial Savings MJS1	1264	242,888.59	0.80%		CD	6/30/25
Park State Bank VAB7	1265	243,799.50	0.90%		CD	5/22/25
Capital One Bank RPN5	1271	244,710.65	1.45%		CD	4/15/25
Western States Bank	1309	532,447.35	4.35%		CD	2/17/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
InBank Bank 9156	1402	237,076.28	3.88%		CD	3/21/25
Redstone Bank	1449	253,384.87	4.45%		CD	5/16/25
Morgan Stanley DGT9	1489	251,361.87	5.05%		CD	11/8/28
FFCB EP6X8	1494	500,012.00	5.37%		AG	4/2/29
FFCB ERCW9	1495	500,441.00	5.63%		AG	4/30/29
FHLB TAC1	1496	607,398.00	5.30%		AG	5/1/29
FFCB ERFLO	1497	500,805.50	5.52%		AG	5/29/29
FNMA GAUJ8	1499	281,596.81	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	493,398.00	4.00%		AG	9/13/29
FFCB ERVL2	1501	997,797.00	4.62%		AG	10/1/29
FHLB B33X9	1502	498,351.50	4.50%		AG	10/9/29
FHLB B3BB8	1503	500,032.00	5.00%		AG	10/22/29
FHLMC HAQR7	1504	498,957.00	4.65%		AG	10/9/29
FHLB B3F99	1505	500,034.00	5.05%		AG	10/30/29
FNMA GAY39	1506	500,191.00	5.00%		AG	10/30/29
First National Bank Oxford	1507	244,270.88	4.40%		CD	12/11/29
Trust Bank	1508	244,847.36	4.50%		CD	12/19/29
FNMA GA3M9	1509	500,114.50	5.05%		AG	12/20/29
FMNA GAA90	1510	250,003.50	5.00%		AG	2/13/30
FHLB B5PR3	1511	499,001.50	4.30%		AG	3/25/30
TOTAL INVESTMENTS		31,912,203.31			73.48%	
Cash per Treasurer's Ledger		43,428,976.22			100.00%	
Plus Pending Disbursements		(576.20)				
Total Due to All Funds		43,428,400.02				

**TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF JAN-MAR 2025**

		INVESTMENT INTEREST:			
FUND		CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	134,337.76	134,337.76	400,000.00	33.58%
ROAD & BRIDGE	2	40,399.29	40,399.29	10,000.00	403.99%
HEALTH AND HUMAN SERVICES	3	9,136.07	9,136.07	8,000.00	114.20%
PUBLIC HEALTH AGENCY	4	1,059.89	1,059.89	-	
CONSERVATION TRUST	7	3,172.68	3,172.68	3,000.00	105.76%
BOND FUND	8	6.76	6.76	10,000.00	0.07%
AIRPORT OPERATIONS	10	13,699.34	13,699.34	10,000.00	136.99%
SALES TAX REVENUE	12	51,874.27	51,874.27	60,000.00	86.46%
LAND PRESERVATION	13	19,215.28	19,215.28	50,000.00	38.43%
MOSQUITO	30	772.96	772.96	320.00	241.55%
SAGE GROUSE	32	3,711.29	3,711.29	-	
RISK MANAGEMENT FUND	34	117.19	117.19	-	
AIRPORT CONSTRUCTION	41	-	-	-	
COUNTY CAP EXPEND	43	518.23	518.23	-	
SEWER FUND	50	10,529.73	10,529.73	75.00	14039.65%
WATER FUND	51	8,317.68	8,317.68	-	
SOLID WASTE OPERATIONS	52	5,199.20	5,199.20	5,000.00	103.98%
HOUSING AUTHORITY	70	14.87	14.87	700.00	2.12%
GUNN SR HOUSING	71	2,292.91	2,292.91	-	
ISF I	80	262.67	262.67	20,000.00	1.31%
ISF II	82	162.71	162.71	-	
HEALTH INS ISF-III	90	21,302.70	21,302.70	-	
GRVL MARKETING DISTRT	91	17,804.38	17,804.38	20,000.00	89.02%
RURAL TRANSPORT AUTH	92	48,521.19	48,521.19	80,000.00	60.65%
BUILDING CONSTRUCTION RES	101	-	-	-	
TERMINAL CONSTRUCTION	102	-	-	-	
HEALTH CLAIMS	115	1,244.17	1,244.17	-	
SOLID WASTE CLOSURE	125	14,675.14	14,675.14	20,000.00	73.38%
SOLID WASTE CONSTRUCT. RES.	126	11,215.03	11,215.03	20,600.00	54.44%
SEWER RESERVE	135	1,098.18	1,098.18	-	
WATER - RESTRICTED	136	439.61	439.61	-	
SR HOUSING DEPOSITS	140	0.11	0.11	-	
WATER RESOURCES	150	462.26	462.26	-	
WORKFORCE IMPACT FEE	155	3,702.82	3,702.82	10,000.00	37.03%
TOTAL		425,266.37	425,266.37	727,695.00	58.44%

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for April 15, 2025
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

10:10 am

- Call to Order; Agenda Review

- Minutes Approval
 1. February 18, 2025

- Board of Human Services Chair Discussion/Decision

- Approve Monthly Financial Reports

- Legislative Updates:
 1. Current Status on Key Bills

- Next Meeting: June 17, 2025

10:40 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <https://www.gunnisoncounty.org/640/Gunnison-Hinsdale-Board-of-Human-Service> 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: Draft HS Minutes; 2/18/25

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft HS Minutes; 2/18/25

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
February 18, 2025**

The February 18, 2025 meeting of the Gunnison/Hinsdale Board of Human Services 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
Liz Smith, Commissioner
Laura Puckett Daniels, Commissioner
Greg Levine, Commissioner (Hinsdale)

Joni Reynolds, Assistant County Manager (ACM) Health,
Human & Safety Services
John Cattles, Assistant County Manager for Operations
and Sustainability
Holly Perry, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Commissioner Smith called the meeting to order at 9:24 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the minutes as presented. Motion carried unanimously.

1. December 17, 2024

CONTRACT AMENDMENT #5; 2021CMIP028; HEALTH AND HUMAN SERVICES; 7/1/2020 TO 6/30/2025; \$7,097.62

ACM Reynolds noted this is for incentive funding and it represents a portion of the budget where the team must meet specific metrics to receive that funding. She stated the Gunnison contract amendment was approved and this is for Hinsdale County. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Levine to approve Contract Amendment #5 for the 2021CMIP028 Health and Human Services Grant in the amount of \$7,097.62. There was an amended motion to include to authorize the Chair signature or Chair stamp. Motion carried unanimously.

FINALIZE 2025 MEETING PLAN AND BOARD ORGANIZATION

ACM Reynolds relayed she provided the meeting dates and topics for review. She asked if they would like the Harm Reduction Work Updates to go on this schedule or Board of Health. She also noted that the Chairperson has historically been the Chairperson of the BOCC Board. It was decided to add the Harm Reduction Work Update to the Board of Health. Commissioner Smith asked to include addressing the financial picture. It was also decided to vote on the Chair at the next meeting.

PROGRAM UPDATES:

1. Child Support Services (CCS) Update – Deputy Health and Human Services Director Brad Wheaton introduced Child Support Specialist Shelley Tucker. CSS Tucker stated she has 173 cases in Gunnison and 5 in Hinsdale and that the Colorado Child Support Commissioner has left and there has been no rehire at this time. She relayed the AD HOC Dashboard sheet shows the State goals versus where the Counties are at as well as the change in Federal Fiscal Year Collections from 2023 to 2024.
2. Management Evaluation (ME) Update – DHHS Wheaton noted that the Healthcare Policy and Finance (HCPF) management evaluation has been closed, and they will have another this year for the SNAP program.

LEGISLATIVE UPDATES:

1. State Departments – ACM Reynolds said this week was figure setting and that Colorado uPblic Health and Environment (CDPHE), Department of Early Childhood (CDEC) and Department of Human Services (CDHS) were scheduled this week. She commented there were concerns regarding the impacts for all the counties including a decrease to public health as well as concerns in the childcare assistance program (CCAP). ACM Reynolds also relayed the State will be issuing a memo to change the way CCAP and Universal Pre-K is paid to providers. Lastly, she commented she will be on the Colorado Counties, Inc. Steering Committees (CCI) Health and Human Services legislative update on Friday to attend and share a vote.

NEXT MEETING: The next meeting was scheduled for April 15, 2025.

ADJOURN: Commissioner Smith adjourned the meeting at 9:56 am.

Minutes Prepared By:

Holly Perry, Clerk to the Board

Minutes Approved (insert date):

Jonathan Houck, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Human Services Financial Statements

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Dept of Human Services Financial Report 12.31.2024

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 4/9/2025

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 4/10/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/15/2025



Gunnison and Hinsdale County, Colorado
Department of Human Services
Financial Report for the Period Ending December 31, 2024

	Gunnison Expense	Hinsdale Expense	Grand Total	Final Budget	% of Budget	Final Budget Variance Positive/(Negative)	Federal and State Share	Gunnison County Only \$\$
155 HB 1451	68,332	-	68,332	90,000	76%	21,668	68,332	-
340 Child Care	286,109	43,452	329,561	373,625	88%	44,064	298,823	30,738
340 Colorado Works (TANF)	321,069	20,906	341,975	336,605	102%	(5,370)	309,346	32,630
350 County Admin	759,241	2,994	762,234	832,594	92%	70,360	682,639	79,595
350 Adult Protective Services	97,980	-	97,980	114,535	86%	16,555	78,544	19,435
360 Child Welfare	1,154,053	41,797	1,195,850	1,096,011	109%	(99,839)	982,524	213,326
360 Core Services	112,552	31,168	143,719	231,751	62%	88,032	134,208	9,512
365 Child Support Enforcement	132,688	1,550	134,239	163,477	82%	29,238	92,304	41,935
380 LEAP	131,134	9,042	140,176	215,000	65%	74,824	140,176	-
380 Aid to Needy Disabled	30,094	-	30,094	31,800	95%	1,706	24,075	6,019
380 Old Age Pension	158,279	817	159,096	160,500	99%	1,404	159,096	-
380 Food Assistance	2,490,325	56,427	2,546,752	2,557,000	100%	10,248	2,546,752	-
380 Grants/Public Assistance	69,173	-	69,173	71,501	97%	2,328	69,173	-
Total	\$ 5,811,030	\$ 208,153	\$ 6,019,183	\$ 6,274,399	96%	\$ 255,216	\$ 5,585,994	\$ 433,190

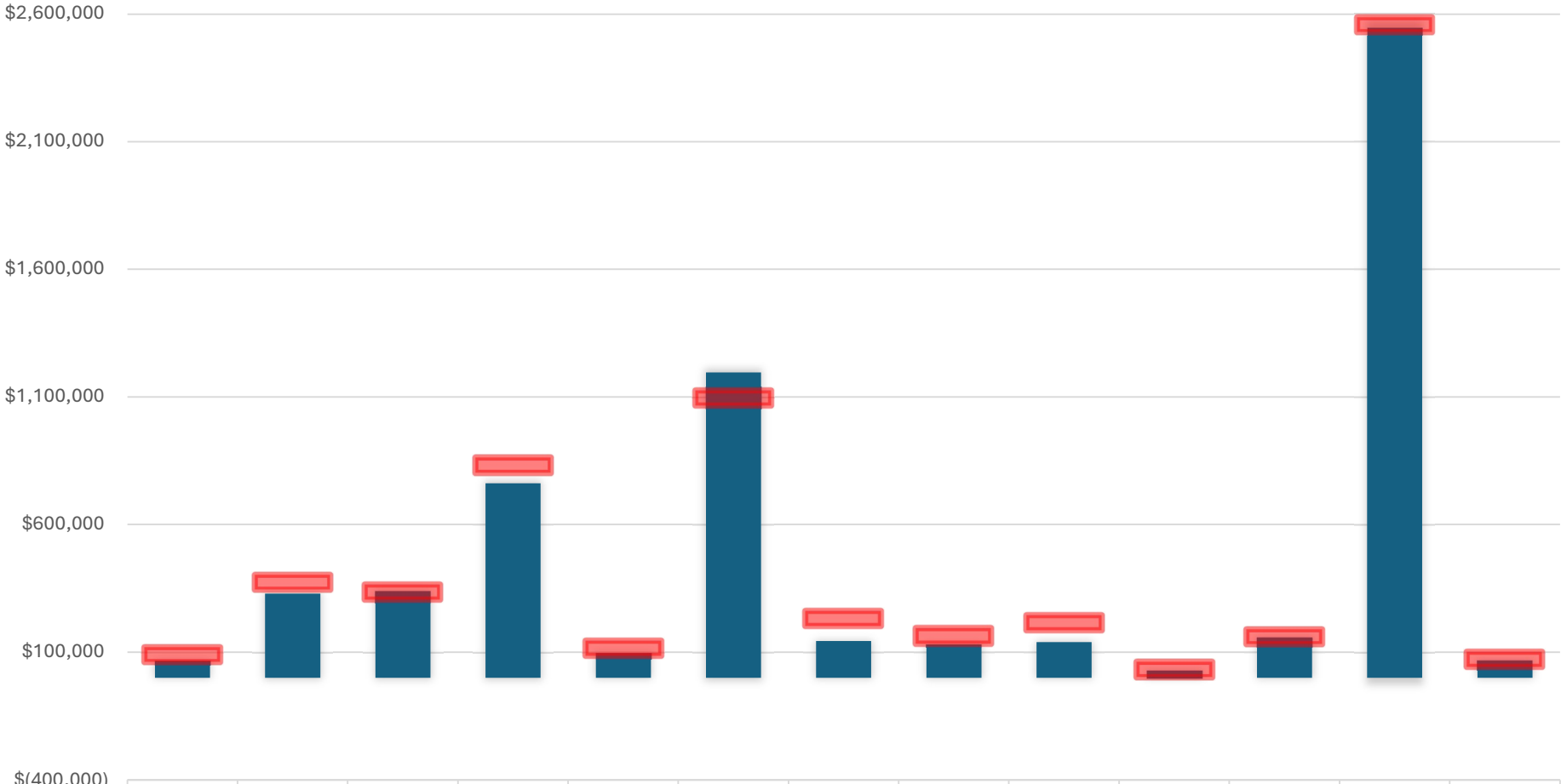
Signatures

 Director, Gunnison/Hinsdale DHS

 Chair, Gunnison/Hinsdale Board Human Services

PROGRAM EXPENDITURES VS. BUDGET

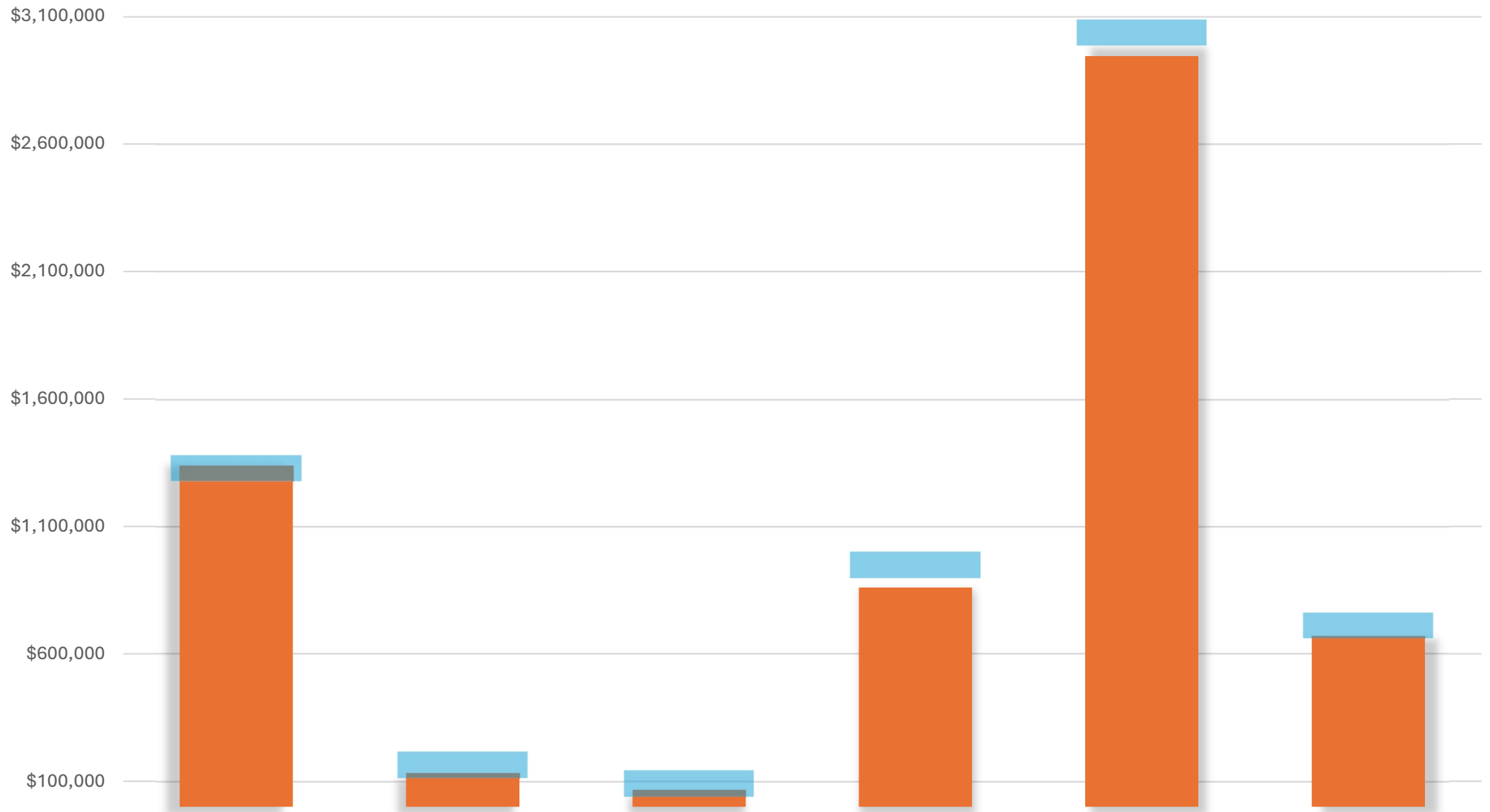
■ Total Spent ■ Final Budget



	HB 1451	Child Care	Colorado Works (TANF)	County Admin	Adult Protective Services	Child Welfare	Core Services	Child Support Enforcement	LEAP	Aid to Needy Disabled	Old Age Pension	Food Assistance	Grants/Public Assistance
■ Total Spent	68,332	329,561	341,975	762,234	97,980	1,195,850	143,719	134,239	140,176	30,094	159,096	2,546,752	69,173
■ Final Budget	90,000	373,625	336,605	832,594	114,535	1,096,011	231,751	163,477	215,000	31,800	160,500	2,557,000	71,501

EXPENDITURES VS. BUDGET

■ Total Spent ■ Final Budget



	Children and family services	Child support enforcement	Youth and family prevention services	Program support	Public assistance	Self-sufficiency development
■ Total Spent	1,339,569.91	134,238.60	68,332.34	860,213.80	2,945,291.93	671,536.80
■ Final Budget	1,327,762.00	163,477.00	90,000.00	947,129.48	3,035,801.00	710,230.00

Gunnison and Hinsdale County, Colorado
Department of Human Services
Financial Report for the Period Ending December 31, 2024

		<u>Year 2022</u>	<u>Year 2023</u>	<u>Year 2024</u>	<u>2024 Budget</u>	<u>2024 % to Budget</u>	<u>Budget Variance</u>	<u>Federal & State Share</u>	<u>County Share</u>	
155	HB 1451 Gunnison	Advertising & Legal Notices	196	-	-					
155	HB 1451 Gunnison	Books & Subscriptions	150	-	-					
155	HB 1451 Gunnison	Meetings-Meals	218	30	-					
155	HB 1451 Gunnison	Other Professional Services	2,125	1,525	-					
155	HB 1451 Gunnison	Schools & Training	275	-	-					
155	HB 1451 Gunnison	Computer Services	2,000	1,000	1,000					
155	HB 1451 Gunnison	Employee Assistance Premium	38	47	46					
155	HB 1451 Gunnison	Flex for Families	265	-	2,061					
155	HB 1451 Gunnison	Health Insurance	8,322	4,744	2,092					
155	HB 1451 Gunnison	Life Insurance Benefit	-	40	114					
155	HB 1451 Gunnison	LifeLock Benefit	-	-	19					
155	HB 1451 Gunnison	Office Supplies	-	-	11					
155	HB 1451 Gunnison	Payroll Tax -FICA	4,567	2,377	4,175					
155	HB 1451 Gunnison	Photocopy	135	86	173					
155	HB 1451 Gunnison	Retirement	2,601	968	1,619					
155	HB 1451 Gunnison	Salaries-Full Time	53,668	24,706	28,662					
155	HB 1451 Gunnison	Salaries-Part Time	10,344	7,707	26,297					
155	HB 1451 Gunnison	Travel - Lodging	-	-	360					
155	HB 1451 Gunnison	Travel - Meals	-	-	47					
155	HB 1451 Gunnison	Travel - Motor Pool	-	-	88					
155	HB 1451 Gunnison	Travel - Transportation	-	-	411					
155	HB 1451 Gunnison	Unemployment Insurance	96	47	1,109					
155	HB 1451 Gunnison	Workmans' Comp Insurance	492	42	47					
155	HB 1451 Gunnison Total		85,492	43,319	68,332	76%	21,668	100% \$ 68,332	0% \$ -	
							*Deferred Revenue \$14,944			
							HB 1451 Total Received \$83,276			
340	Child Care Gunnison	Administration Fees	-	1	13					
340	Child Care Gunnison	Electronic Benefits Transfers	141,158	164,219	215,789					
340	Child Care Gunnison	Employee Assistance Premium	23	43	44					
340	Child Care Gunnison	Health Insurance	967	1,186	2,070					
340	Child Care Gunnison	Life Insurance Benefit	-	11	76					
340	Child Care Gunnison	LifeLock Benefit	-	17	18					
340	Child Care Gunnison	Payroll Tax -FICA	1,554	2,070	2,723					
340	Child Care Gunnison	Random Moment (RMS) Expense	27,929	26,343	25,955					
340	Child Care Gunnison	Retirement	682	951	1,342					
340	Child Care Gunnison	Salaries-Part Time	16,620	24,215	37,155					
340	Child Care Gunnison	Salaries-Full Time	4,799	3,860	-					
340	Child Care Gunnison	Unemployment Insurance	32	38	840					
340	Child Care Gunnison	Workmans' Comp Insurance	95	70	84					
340	Child Care Gunnison Total		193,859	223,023	286,109	87%	40,971.64	90% \$ 258,140	10% \$ 27,970	

		Year 2022	Year 2023	Year 2024	2024 Budget	2024 % to Budget	Budget Variance	Federal Share	County Share	
340	Child Care Hinsdale	Electronic Benefits Transfers	4,593	2,359	3,514					
340	Child Care Hinsdale	Employee Assistance Premium	10	12	12					
340	Child Care Hinsdale	Health Insurance	893	847	1,034					
340	Child Care Hinsdale	Life Insurance Benefit	-	7	28					
340	Child Care Hinsdale	LifeLock Benefit	-	12	11					
340	Child Care Hinsdale	Other Professional Services	20,000	-	30,000					
340	Child Care Hinsdale	Payroll Tax -FICA	774	679	811					
340	Child Care Hinsdale	Random Moment (RMS) Expense	(3,089)	(3,507)	(4,253)					
340	Child Care Hinsdale	Retirement	401	367	490					
340	Child Care Hinsdale	Salaries-Full Time	4,476	3,298						
340	Child Care Hinsdale	Salaries-Part Time	6,668	6,309	11,519					
340	Child Care Hinsdale	Unemployment Insurance	17	13	264					
340	Child Care Hinsdale	Workmans' Comp Insurance	46	20	21			94%	6%	
340	Child Care Hinsdale Total		34,788	10,416	43,452	46,544	93%	3,092.04	\$ 40,684	\$ 2,768
340	CO Works Gunnison	Administration Fees	-	15	155					
340	CO Works Gunnison	Electronic Benefits Transfers	76,635	110,135	137,363					
340	CO Works Gunnison	Employee Assistance Premium	20	28	49					
340	CO Works Gunnison	Health Insurance	4,878	4,792	8,064					
340	CO Works Gunnison	Life Insurance Benefit	-	43	263					
340	CO Works Gunnison	LifeLock Benefit	-	8	154					
340	CO Works Gunnison	Overtime	-	-	-					
340	CO Works Gunnison	Payroll Tax -FICA	3,156	2,797	4,947					
340	CO Works Gunnison	Random Moment (RMS) Expense	75,581	95,019	99,976					
340	CO Works Gunnison	Retirement	2,127	1,709	3,653					
340	CO Works Gunnison	Salaries-Full Time	42,771	37,332	65,231					
340	CO Works Gunnison	Unemployment Insurance	64	50	1,164					
340	CO Works Gunnison	Workmans' Comp Insurance	51	28	49			91%	9%	
340	CO Works Gunnison Total		205,283	251,957	321,069	309,403	104%	(11,666.13)	\$ 291,050	\$ 30,019
340	CO Works Hinsdale	Employee Assistance Premium	5	7	12					
340	CO Works Hinsdale	Health Insurance	1,220	1,198	1,988					
340	CO Works Hinsdale	Life Insurance Benefit	-	11	65					
340	CO Works Hinsdale	LifeLock Benefit	-	2	38					
340	CO Works Hinsdale	Payroll Tax -FICA	789	699	1,238					
340	CO Works Hinsdale	Random Moment (RMS) Expense	35	50	54					
340	CO Works Hinsdale	Retirement	532	427	903					
340	CO Works Hinsdale	Salaries-Full Time	10,693	9,333	16,308					
340	CO Works Hinsdale	Unemployment Insurance	16	13	287					
340	CO Works Hinsdale	Workmans' Comp Insurance	13	7	12			88%	12%	
340	CO Works Hinsdale Total		13,302	11,747	20,906	27,202	77%	6,295.65	\$ 18,296	\$ 2,611

	Year 2022	Year 2023	Year 2024	2024 Budget	2024 % to Budget	Budget Variance	Federal Share	County Share
350 Adult Protective Services GuDues & Memberships	-	-	50					
350 Adult Protective Services GuEmployee Assistance Premium	32	57	58					
350 Adult Protective Services GuHealth Insurance	3,401	3,261	3,371					
350 Adult Protective Services GuLife Insurance Benefit	-	14	48					
350 Adult Protective Services GuLifeLock Benefit	-	3	37					
350 Adult Protective Services GuMeetings-Registrations	-	-	600					
350 Adult Protective Services GuOffice Supplies	-	-	29					
350 Adult Protective Services GuOther Professional Services	5,741	2,431	2,396					
350 Adult Protective Services GuPayroll Tax -FICA	2,895	2,959	3,346					
350 Adult Protective Services GuRandom Moment (RMS) Expense	24,711	27,111	31,036					
350 Adult Protective Services GuRetirement	1,393	1,214	1,785					
350 Adult Protective Services GuSalaries-Full Time	12,564	10,959	12,676					
350 Adult Protective Services GuSalaries-Part Time	27,508	29,517	32,702					
350 Adult Protective Services GuTelephone - Cell Phone	585	540	1,500					
350 Adult Protective Services GuTransfer to General Fund	6,441	7,399	6,502					
350 Adult Protective Services GuTravel - Lodging	-	-	504					
350 Adult Protective Services GuTravel - Meals	-	-	124					
350 Adult Protective Services GuTravel - Motor Pool	214	57	809					
350 Adult Protective Services GuTravel - Transportation	-	-	134					
350 Adult Protective Services GuUnemployment Insurance	61	56	226					
350 Adult Protective Services GuWorkmans' Comp Insurance	294	94	47					
350 Adult Protective Services GuAdvertising & Legal Notices	188	-						
350 Adult Protective Services Gunnison Total	86,029	85,673	97,980	114,535	86%	16,555.44	\$ 78,544	\$ 19,435

		<u>Year</u> <u>2022</u>	<u>Year</u> <u>2023</u>	<u>Year</u> <u>2024</u>	<u>2024</u> <u>Budget</u>	<u>2024</u> <u>% to Budget</u>	<u>Budget</u> <u>Variance</u>	<u>Federal</u> <u>Share</u>	<u>County</u> <u>Share</u>
350	County Admin Gunnison	Administration Fees	3,187	9,158	13,689				
350	County Admin Gunnison	Advertising & Legal Notices	1,361	885	825				
350	County Admin Gunnison	Auditing	13,467	11,694	17,773				
350	County Admin Gunnison	Books & Subscriptions	-	-	85				
350	County Admin Gunnison	Computer Services	13,880	12,250	24,350				
350	County Admin Gunnison	Dispatch Fees	3,000	3,683	3,617				
350	County Admin Gunnison	Dues & Memberships	1,929	2,828	4,168				
350	County Admin Gunnison	Electronic Benefits Transfers	107,938	9,930	16,620				
350	County Admin Gunnison	Employee Assistance Premium	197	444	483				
350	County Admin Gunnison	Equipment	-	-	26,684				
350	County Admin Gunnison	Equipment & Furn. under \$5000	4,691	34,566	3,258				
350	County Admin Gunnison	Equipment Usage	3,785	2,685	4,610				
350	County Admin Gunnison	Health Insurance	56,876	68,290	73,770				
350	County Admin Gunnison	Insurance & Bonds	2,887	7,835	13,878				
350	County Admin Gunnison	Internet	2,000	2,000	2,000				
350	County Admin Gunnison	Life Insurance Benefit	-	1,077	2,431				
350	County Admin Gunnison	LifeLock Benefit	-	237	531				
350	County Admin Gunnison	Mapping Services	265	265	265				
350	County Admin Gunnison	Meetings-Meals	2,757	1,718	2,935				
350	County Admin Gunnison	Meetings-Registrations	1,622	1,296	1,061				
350	County Admin Gunnison	Meetings-Supplies	658	1,265	670				
350	County Admin Gunnison	Office Supplies	10,555	6,112	9,850				
350	County Admin Gunnison	Operating Supplies	755	1,549	1,062				
350	County Admin Gunnison	Other Professional Services	14,283	902	1,030				
350	County Admin Gunnison	Overtime	13,788	36,270	29,989				
350	County Admin Gunnison	Payroll Tax -FICA	37,260	50,385	55,906				
350	County Admin Gunnison	Photocopy	83	92	79				
350	County Admin Gunnison	Postage	1,851	1,359	837				
350	County Admin Gunnison	Printing & Publishing	23	808	605				
350	County Admin Gunnison	Random Moment (RMS) Expense	(403,493)	(437,131)	(475,287)				
350	County Admin Gunnison	Rental - Buildings and Land	132,174	120,774	134,610				
350	County Admin Gunnison	Retirement	21,018	27,519	38,149				
350	County Admin Gunnison	Salaries-Dept Head/Supervisor	105,719	111,978	93,750				
350	County Admin Gunnison	Salaries-Full Time	395,371	511,771	582,626				
350	County Admin Gunnison	Salaries-Part Time	5	12,989	45,712				
350	County Admin Gunnison	Software Subscriptions	-	1,349	234				
350	County Admin Gunnison	Team Building	-	-	177				
350	County Admin Gunnison	Telephone - Cell Phone	1,560	1,560	1,320				
350	County Admin Gunnison	Telephone - Service	6,833	8,351	8,422				
350	County Admin Gunnison	Transfer to General Fund	4,262	9,516	-				
350	County Admin Gunnison	Travel - Lodging	1,753	1,435	1,518				
350	County Admin Gunnison	Travel - Meals	304	198	230				
350	County Admin Gunnison	Travel - Motor Pool	842	697	188				
350	County Admin Gunnison	Travel - Transportation	756	4	628				
350	County Admin Gunnison	Unemployment Insurance	775	918	13,263				
350	County Admin Gunnison	Workmans' Comp Insurance	649	631	642				

County Admin Cont'd on the next page

		Year 2022	Year 2023	Year 2024	2024 Budget	2024 % to Budget	Budget Variance	Federal Share	County Share	
350	County Admin Gunnison	Computer Equipment under \$1000	2,341	6	-					
350	County Admin Gunnison	Furniture & Fixtures	5,238	-	-					
350	County Admin Gunnison	Repair & Maint - Equipment		4	-					
350	County Admin Gunnison	Repair & Maint - Building	9,673	-	-					
350	County Admin Gunnison	Maintenance Contracts	4,276	2,397	-			90%	10%	
350	County Admin Gunnison Total		589,153	644,548	759,241	831,194	91%	71,953.92	\$ 680,089	\$ 79,151
350	County Admin Hinsdale	Administration Fees	765	706	698					
350	County Admin Hinsdale	Dues & Memberships	686	926	1,250					
350	County Admin Hinsdale	Overtime	-	-	1,645					
350	County Admin Hinsdale	Payroll Tax -FICA	-	-	113					
350	County Admin Hinsdale	Random Moment (RMS) Expense	(404)	(546)	(712)					
350	County Admin Hinsdale	Electronic Benefits Transfers	6,157					85%	15%	
350	County Admin Hinsdale Total		7,204	1,086	2,994	1,400	214%	(1,593.68)	\$ 2,550	\$ 444
360	CORE Services Gunnison	Electronic Benefits Transfers	3,853	4,145	180					
360	CORE Services Gunnison	Employee Assistance Premium	38	62	48					
360	CORE Services Gunnison	Health Insurance	11,063	11,971	10,023					
360	CORE Services Gunnison	Life Insurance Benefit	-	180	238					
360	CORE Services Gunnison	LifeLock Benefit	-	25	52					
360	CORE Services Gunnison	Payroll Tax -FICA	8,416	9,218	6,359					
360	CORE Services Gunnison	Random Moment (RMS) Expense	-	-	-					
360	CORE Services Gunnison	Retirement	5,309	5,361	5,002					
360	CORE Services Gunnison	Salaries-Full Time	117,571	123,886	87,725					
360	CORE Services Gunnison	Unemployment Insurance	176	173	1,713					
360	CORE Services Gunnison	Workmans' Comp Insurance	1,209	972	1,211			94%	6%	
360	CORE Services Gunnison Total		147,635	155,993	112,552	201,718	56%	89,166.21	\$ 105,814	\$ 6,738
360	CORE Services Hinsdale	Employee Assistance Premium	7	13	14					
360	CORE Services Hinsdale	Health Insurance	2,287	2,758	2,816					
360	CORE Services Hinsdale	Life Insurance Benefit	-	40	64					
360	CORE Services Hinsdale	LifeLock Benefit	-	2	16					
360	CORE Services Hinsdale	Payroll Tax -FICA	1,417	1,676	1,767					
360	CORE Services Hinsdale	Random Moment (RMS) Expense	0	-	-					
360	CORE Services Hinsdale	Retirement	856	913	1,363					
360	CORE Services Hinsdale	Salaries-Full Time	19,968	22,522	24,319					
360	CORE Services Hinsdale	Unemployment Insurance	30	30	472					
360	CORE Services Hinsdale	Workmans' Comp Insurance	304	259	337			91%	9%	
360	CORE Services Hinsdale Total		24,869	28,213	31,168	30,033	104%	(1,134.69)	\$ 28,393	\$ 2,774

		Year 2022	Year 2023	Year 2024	2024 Budget	2024 % to Budget	Budget Variance	Federal Share	County Share
360 Child Welfare Gunnison	Administration Fees	-	1	15					
360 Child Welfare Gunnison	Advertising & Legal Notices	-	1,513	443					
360 Child Welfare Gunnison	Books & Subscriptions	-	2,200	15					
360 Child Welfare Gunnison	Electronic Benefits Transfers	42,746	164,051	222,627					
360 Child Welfare Gunnison	Employee Assistance Premium	95	187	216					
360 Child Welfare Gunnison	Health Insurance	30,841	37,927	41,950					
360 Child Welfare Gunnison	Life Insurance Benefit	-	552	863					
360 Child Welfare Gunnison	LifeLock Benefit	-	77	234					
360 Child Welfare Gunnison	Meetings-Meals	1,052	1,368	805					
360 Child Welfare Gunnison	Contracted Services			15,000					
360 Child Welfare Gunnison	Meetings-Registrations	140	308	233					
360 Child Welfare Gunnison	Office Supplies	-	19	1,935					
360 Child Welfare Gunnison	Operating Supplies	-	206	4,835					
360 Child Welfare Gunnison	Other Professional Services	12,809	18,877	71,861					
360 Child Welfare Gunnison	Payroll Tax -FICA	19,378	23,534	25,308					
360 Child Welfare Gunnison	Postage	-	-	235					
360 Child Welfare Gunnison	Printing & Publishing	-	-	53					
360 Child Welfare Gunnison	Random Moment (RMS) Expense	262,882	271,299	302,034					
360 Child Welfare Gunnison	Retirement	12,797	13,764	19,212					
360 Child Welfare Gunnison	Salaries-Full Time	274,776	321,194	344,668					
360 Child Welfare Gunnison	Salaries-Part Time	-	-	3,172					
360 Child Welfare Gunnison	Schools & Training	8,250	1,104	1,575					
360 Child Welfare Gunnison	Telephone - Cell Phone	3,740	3,080	3,600					
360 Child Welfare Gunnison	Telephone - Service	2,594	3,113	2,446					
360 Child Welfare Gunnison	Transfer to General Fund	61,700	80,577	76,146					
360 Child Welfare Gunnison	Travel - Lodging	720	796	249					
360 Child Welfare Gunnison	Travel - Meals	-	817	63					
360 Child Welfare Gunnison	Travel - Motor Pool	148	1,105	1,797					
360 Child Welfare Gunnison	Travel - Transportation	1,104	3,005	894					
360 Child Welfare Gunnison	Unemployment Insurance	418	443	6,944					
360 Child Welfare Gunnison	Workmans' Comp Insurance	2,726	2,255	4,622					
360 Child Welfare Gunnison	Education/Promotion	120	-	-					
360 Child Welfare Gunnison	Meetings-Supplies	340	-	-					
360 Child Welfare Gunnison Total		739,374	953,372	1,154,053	1,034,021	112%	(120,032.05)	82% \$ 947,295	18% \$ 206,758

		Year 2022	Year 2023	Year 2024	2024 Budget	2024 % to Budget	Budget Variance	Federal Share	County Share	
360	Child Welfare Hinsdale	Employee Assistance Premium	11	16	16					
360	Child Welfare Hinsdale	Health Insurance	3,592	3,514	3,793					
360	Child Welfare Hinsdale	Life Insurance Benefit	-	50	69					
360	Child Welfare Hinsdale	LifeLock Benefit	-	12	22					
360	Child Welfare Hinsdale	Payroll Tax -FICA	2,613	2,691	1,957					
360	Child Welfare Hinsdale	Random Moment (RMS) Expense	3,419	3,955	4,842					
360	Child Welfare Hinsdale	Retirement	1,857	1,789	1,554					
360	Child Welfare Hinsdale	Salaries-Full Time	37,147	36,869	27,693					
360	Child Welfare Hinsdale	Transfer to General Fund	677	434	916					
360	Child Welfare Hinsdale	Unemployment Insurance	56	53	563					
360	Child Welfare Hinsdale	Workmans' Comp Insurance	163	110	371			84%	16%	
360	Child Welfare Hinsdale Total		49,534	49,493	41,797	61,990	67%	20,192.62	\$ 35,229	\$ 6,568
365	Child Supp Enforcement Gun	Administration Fees	748	542	411					
365	Child Supp Enforcement Gun	Employee Assistance Premium	27	49	48					
365	Child Supp Enforcement Gun	Health Insurance	17,619	14,569	14,772					
365	Child Supp Enforcement Gun	Life Insurance Benefit	-	126	223					
365	Child Supp Enforcement Gun	LifeLock Benefit	-	17	189					
365	Child Supp Enforcement Gun	Meetings-Registrations	312	461	199					
365	Child Supp Enforcement Gun	Office Supplies	-	-	90					
365	Child Supp Enforcement Gun	Other Professional Services	239	699	628					
365	Child Supp Enforcement Gun	Payroll Tax -FICA	4,167	5,136	5,521					
365	Child Supp Enforcement Gun	Postage	-	-	107					
365	Child Supp Enforcement Gun	Retirement	3,280	3,457	4,679					
365	Child Supp Enforcement Gun	Salaries-Full Time	65,599	71,607	77,551					
365	Child Supp Enforcement Gun	Software Subscriptions	-	-	2,246					
365	Child Supp Enforcement Gun	Travel - Motor Pool	-	360	-					
365	Child Supp Enforcement Gun	Transfer to General Fund	16,705	19,386	24,353					
365	Child Supp Enforcement Gun	Travel - Lodging	537	339						
365	Child Supp Enforcement Gun	Travel - Meals	145	38						
365	Child Supp Enforcement Gun	Unemployment Insurance	98	98	1,604					
365	Child Supp Enforcement Gun	Workmans' Comp Insurance	84	74	66			69%	31%	
365	Child Supp Enforcement Gunnison Total		109,561	116,956	132,688	160,101	83%	27,412.84	\$ 91,113	\$ 41,575

	Year 2022	Year 2023	Year 2024	2024 Budget	2024 % to Budget	Budget Variance	Federal Share	County Share
365 Child Supp Enforcement Hin Administration Fees	25	2	5					
365 Child Supp Enforcement Hin Employee Assistance Premium	0	0	0					
365 Child Supp Enforcement Hin Health Insurance	178	147	149					
365 Child Supp Enforcement Hin Life Insurance Benefit	-	1	2					
365 Child Supp Enforcement Hin LifeLock Benefit	-	0	2					
365 Child Supp Enforcement Hin Payroll Tax -FICA	42	52	56					
365 Child Supp Enforcement Hin Retirement	33	35	242					
365 Child Supp Enforcement Hin Salaries-Full Time	663	723	783					
365 Child Supp Enforcement Hin Transfer to General Fund	470	615	294					
365 Child Supp Enforcement Hin Unemployment Insurance	1	1	16					
365 Child Supp Enforcement Hin Workmans' Comp Insurance	1	1	1				77%	23%
365 Child Supp Enforcement Hinsdale Total	1,413	1,578	1,550	3,376	46%	1,825.56	\$ 1,191	\$ 360
380 Aid to Needy Disabled Gunn Electronic Benefits Transfers	21,923	27,916	30,094				80%	20%
380 Aid to Needy Disabled Gunnison Total	21,923	27,916	30,094	31,000	97%	905.64	\$ 24,075	\$ 6,019
380 Aid to Needy Disabled Hinsd Electronic Benefits Transfers	-	-	-					
380 Aid to Needy Disabled Hinsdale Total	-	-	-	800	0%	800.00	\$ -	\$ -
380 Food Assistance Benefits G Electronic Benefits Transfers	3,406,893	2,575,292	2,490,325				100%	0%
380 Food Assistance Benefits Gunnison Total	3,406,893	2,575,292	2,490,325	2,500,000	100%	9,674.74	\$ 2,490,325	\$ -
380 Food Assistance Benefits H Electronic Benefits Transfers	47,193	15,237	56,427				100%	0%
380 Food Assistance Benefits Hinsdale Total	47,193	15,237	56,427	57,000	99%	573.29	\$ 56,427	\$ -
380 LEAP Gunnison Advertising & Legal Notices	18,030	18,589	4,908					
380 LEAP Gunnison Electronic Benefits Transfers	154,813	141,996	119,893					
380 LEAP Gunnison Employee Assistance Premium	9	10	23					
380 LEAP Gunnison Life Insurance Benefit	-	4	7					
380 LEAP Gunnison LifeLock Benefit	-	9	4					
380 LEAP Gunnison Office Supplies	3	4	45					
380 LEAP Gunnison Payroll Tax -FICA	603	572	428					
380 LEAP Gunnison Retirement	4	139	84					
380 LEAP Gunnison Salaries-Part Time	7,737	4,506	5,593					
380 LEAP Gunnison Travel - Transportation	-	-	72					
380 LEAP Gunnison Unemployment Insurance	12	11	64					
380 LEAP Gunnison Workmans' Comp Insurance	9	5	13					
380 LEAP Gunnison Health Insurance	-	1	-					
380 LEAP Gunnison Travel - Motor Pool	-	44	-					
380 LEAP Gunnison Postage	116	23	-					
380 LEAP Gunnison Salaries-Full Time	142	2,970	-					
380 LEAP Gunnison Telephone - Cell Phone	203	-	-				100%	0%
380 LEAP Gunnison Total	181,681	168,882	131,134	200,000	66%	68,865.69	\$ 131,134	\$ -

		<u>Year 2022</u>	<u>Year 2023</u>	<u>Year 2024</u>	<u>2024 Budget</u>	<u>2024 % to Budget</u>	<u>Budget Variance</u>	<u>Federal Share</u>	<u>County Share</u>
380	LEAP Hinsdale Electronic Benefits Transfers	8,611	5,763	9,042				100%	0%
380	LEAP Hinsdale Total	8,611	5,763	9,042	15,000	60%	5,958.03	\$ 9,042	\$ -
380	Old Age Pension Gunnison Electronic Benefits Transfers	61,938	85,689	141,472					
380	Old Age Pension Gunnison Random Moment (RMS) Expense	12,422	17,398	16,807				100%	0%
380	Old Age Pension Gunnison Total	74,360	103,087	158,279	158,500	100%	221.09	\$ 158,279	\$ -
380	Old Age Pension Hinsdale Electronic Benefits Transfers	3,107	1,462	807					
380	Old Age Pension Hinsdale Random Moment (RMS) Expense	7	8	10				100%	0%
380	Old Age Pension Hinsdale Total	3,113	1,470	817	2,000	41%	1,182.73	\$ 817	\$ -
380	Public Assistance Gunnison Employee Assistance Premium	7	17	19					
380	Public Assistance Gunnison Health Insurance	123	282	277					
380	Public Assistance Gunnison Life Insurance Benefit	-	4	7					
380	Public Assistance Gunnison Other Professional Services	87,921	65,355	59,309					
380	Public Assistance Gunnison Payroll Tax -FICA	571	638	659					
380	Public Assistance Gunnison Retirement	44	86	133					
380	Public Assistance Gunnison Salaries-Full Time	942	2,038	2,226					
380	Public Assistance Gunnison Salaries-Part Time	6,583	6,393	6,480					
380	Public Assistance Gunnison Unemployment Insurance	11	11	54					
380	Public Assistance Gunnison Workmans' Comp Insurance	11	13	9				100%	0%
380	Public Assistance Gunnison Total	96,214	74,837	69,173	71,501	97%	2,327.86	\$ 69,173	\$ -
	Grand Total	\$ 6,127,484	\$ 5,549,857	\$ 6,019,183	\$ 6,274,399	96%	\$ 255,216	\$ 5,585,994	\$ 433,190