

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

**DATE:** Tuesday, June 3, 2025

**Page 1 of 2**

**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 #03-11784; Birdsey Enterprises LLC dba Taylor Park Marina; 6/11/2025 to 6/11/2026
- Adjourn

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

8:31 am

- Call to Order; Agenda Review
- 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. Grant #8311; Temple Hoyne Buell Foundation; Health and Human Services; 5/1/2025 to 4/30/2027; \$20,000
  2. Round 3 Infrastructure Share funding; Colorado Opioid Abatement Council; Health and Human Services; 5/14/2025 to 5/13/2027; \$499,500
  3. Trade Contractor Agreement; Stripe A Lot; Public Works; 6/3/2025 to 12/31/2025; \$140,000
  4. Grant Application; Colorado Perinatal Care Quality Collaborative (CPCQC) and Colorado Behavioral Health Administration (BHA) Impact BH: Request for Proposals – Community Lead & Perinatal Navigation; Health and Human Services; \$100,000 & \$20,000
  5. State of Colorado Intergovernmental Grant Agreement; CTGG1 QAAA 2026-TBD; Health and Human Services; 7/1/2025 to 6/20/2026; \$90,888
  6. Grant Application; Track 1 Competitive Grant Application; Colorado Department of Health Care Policy & Financing; Health and Human Services; \$24,193.40
  7. Intergovernmental Agreement Re: Nurse Home Visitor Program; County of Montrose; 6/3/2025 to 6/30/2026; \$107,000
  8. Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project; Rocky Mountain Bird Observatory dba Bird Conservancy of the Rockies and U.S. Fish and Wildlife Service; 8/1/2025 to 7/31/2025
  9. Correspondence Letter; Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program

8:35 am

- Land Use Change Approvals:
  1. Boundary Line Adjustment; LUC-25-00016; Kunes
  2. Lot Cluster; LUC-25-00018; Gunnison Bank & Trust Company
- Adjourn

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

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

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

**DATE:** Tuesday, June 3, 2025

**Page 2 of 2**

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

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 #03-11784; Birdsey Enterp

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

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Birdsey Enterprises LLC dba Taylor Park Marina

**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 5/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/28/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025



**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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**GUNNISON COUNTY**

**GUNNISON COUNTY CLERK**

**221 N. WISCONSIN STREET**

**GUNNISON, COLORADO 81230**

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-11784**

**To sell Malt, Vinous and Spirituous Retail Liquor Store in the County of  
Gunnison, Colorado.**

**BIRDSEY ENTERPRISES LLC DBA TAYLOR PARK MARINA**

**21700 COUNTY ROAD 742**

**ALMONT, COLORADO 81210**

**Fee \$100.00**

**Effective Dates: 06.11.2025 - 06.11.2026**

**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.**

  
\_\_\_\_\_

Gunnison County Clerk

Kathy Simillion

Date

\_\_\_\_\_

Board of County Commissioners Date

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

**TAYLOR PARK MARINA**  
**509 33 ROAD**  
**Clifton CO 81520**

**received**  
**5-15-25**

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	562.50
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	\$
<b>Amount Due/Paid</b>	<b>\$ 562.50</b>

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

Uploaded to Movelt on Date

Paid Online

Licensee Name

BIRDSEY ENTERPRISES LLC

Doing Business As Name (DBA)

TAYLOR PARK MARINA

Liquor License Number

03-11784

License Type

Retail Liquor Store (county)

Sales Tax License Number

32958243

Expiration Date

06/11/2025

Due Date

04/27/2025

### Business Address

Street Address

21700 CR 742

Phone Number

9706412922

City, State, ZIP Code

Almont CO 81210

### Mailing Address

Street Address

509 33 ROAD

City, State, ZIP Code

Clifton CO 81520

Email

taylorparkmarina@gmail.com

Operating Manager

Jamie Birdsey & Roy Birdsey

Date of Birth

05/14/1982  
 09/15/1985

**Home Address**

Street Address		Phone Number
18947 CR 742		970-596-0518
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.

**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

*Bory Birdsey*

Title

*Owner/operator*

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

*05/14/25*

**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

*Bunnison County*

Title

*Bunnison County Clerk*

Signature

*Hatty Simillion*

Attest

*[Handwritten Signature]*

Date (MM/DD/YY)

*6-15-25*

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

**BIRDSEY ENTERPRISES LLC  
dba TAYLOR PARK MARINA  
21700 CR 742  
Almont CO 81210**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-11784</b>	License Expires at Midnight <b>June 11, 2026</b>
License Type <b>RETAIL LIQUOR STORE (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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. 5/21/2025 RR

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 5/30/2025 thru 7/31/2025

## Board of County Commissioners

1. [BOCC Regular Meeting](#)  
June 3, 2025, All Day @ BOCC Boardroom
2. [BOCC Work Session](#)  
June 10, 2025, All Day @ BOCC Boardroom
3. [BOCC Regular Meeting](#)  
June 17, 2025, All Day @ BOCC Boardroom
4. [BOCC Town Hall - CB Depot](#)  
June 17, 2025, 6:00 PM - 7:30 PM @ Depot Building in Crested Butte
5. [BOCC Work Session](#)  
June 24, 2025, All Day @ BOCC Boardroom
6. [BOCC Regular Meeting](#)  
July 1, 2025, All Day @ BOCC Boardroom
7. [BOCC Work Session](#)  
July 8, 2025, All Day @ BOCC Boardroom
8. [Board of Adjustment and Joint Public Hearing - Planning Commission Meeting](#)  
July 10, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room  
Board of Adjustment and Joint Public Hearing - Agenda and Packet materials to be added  
\*Rescheduled from July 3, 2025 due to holiday scheduling conflict\*
9. [BOCC Regular Meeting](#)  
July 15, 2025, All Day @ BOCC Boardroom
10. [BOCC Work Session](#)  
July 22, 2025, All Day @ BOCC Boardroom
11. [BOCC Town Hall - Pitkin](#)  
July 22, 2025, 6:00 PM - 7:30 PM @ Newcomb Community Center

## Gunnison County Organization

1. [Juneteenth](#)  
June 19, 2025, All Day
2. [Holiday - Independence Day - Offices Closed](#)  
July 4, 2025, All Day

## Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)  
June 17, 2025, All Day @ BOCC Boardroom

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

**Agenda Item:** Grant #8311; Temple Hoyne Buell Foundation; Health

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:** 07/01/25

**Term Ends:**

**Grant Contract #:**

**Summary:**

We have been awarded some funding from the Buell Foundation and we are now needing the contract to be signed via docusign

**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: 5/20/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/28/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

**From:** [Bill Inama](#)  
**To:** [Shonna Gray](#)  
**Subject:** Buell Foundation Grant Award Notice  
**Date:** Tuesday, April 29, 2025 2:03:28 PM

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[EXTERNAL SENDER - USE CAUTION]

Hello Matthew,

We are pleased to inform you that the Trustees of the Buell Foundation have approved a grant to Gunnison County Health and Human Services.

**Grant Id:** 8311

**Grant Amount:** \$20,000

**Grant Purpose:** Parents as Teachers, to be paid over two years. The first payment of \$10,000 will be paid after the contract has been signed and returned. The remaining \$10,000 will be paid upon receipt of an acceptable progress report, detailing the activities in year one of this grant, including financial reports, due no later than March 31, 2026

**Grant Period:** May 1, 2025 to April 30, 2027

You will be receiving an email from DocuSign with the grant agreement for signature. Please complete the DocuSign process to execute the contract and have it returned to the Buell Foundation. When more than one signature is needed, DocuSign routes the contract to each signer successively (not concurrently).

Once we have received the completed contract, we will process payment to the bank account on file at Wells Fargo ending in 9411.

If this account is not current, please contact me. I will send you an online form from our grant portal to update banking information.

Thank you for completing your grant contract and congratulations on your grant. We appreciate your work on behalf of Colorado's young children and their families.

**Buell Foundation**

1873 S. Bellaire Street, Suite 600 | Denver, CO 80222  
(main) 303-744-1688 | (fax) 303-744-1601

April 25, 2025

Matthew Birnie, Gunnison County Manager  
Gunnison County  
220 N Spruce  
Gunnison, Colorado 81230

**Re: Grant # 8311**

Dear Mr. Birnie:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform Gunnison County Health and Human Services that a grant has been approved in the amount of \$20,000 for Parents as Teachers, to be paid over two years. The first payment of \$10,000 will be paid after the contract has been signed and returned. The remaining \$10,000 will be paid upon receipt of an acceptable progress report, detailing the activities in year one of this grant, including financial reports, due no later than March 31, 2026. Please reference the grant number in any correspondence related to this grant.

This grant has been approved based upon the following terms and conditions:

- 1. Tax Exempt Status:** The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1), 509(a)(2), or 509(a)(3) – Type I, Type II or functionally integrated Type III of the IRS Code of 1986 as amended (the “Code”), or a governmental agency organized under the laws of the State of Colorado.
- 2. Expenditure of Funds:** This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation’s prior written approval. The grant period is May 1, 2025 through April 30, 2027. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice. No Buell Foundation funds may be used for lobbying purposes.
- 3. Records and Reports:** You are required to keep financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than May 31, 2027, and other reports as we may reasonably require. *No new requests will be funded until a satisfactory report has been received.* All records shall be retained for at least four years following the year in which all grant funds are fully expended.
- 4. Required Notification:** You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization’s tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.
- 5. Reasonable Access:** You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.

6. Condition of Grant: This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

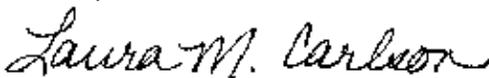
7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation’s periodic public reports, newspapers, and news releases. You will obtain the Foundation’s approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return this letter **with electronic authorized signatures** within 14 days after its receipt. Payment will be issued within three weeks of our receipt of the signed contract and following the schedule of conditions (if any) outlined above.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,



Laura Carlson

Vice President of Programs

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES  
**(all signatures below are required):**

x \_\_\_\_\_

Signature, Commissioner  
Gunnison County

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

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

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

x \_\_\_\_\_

Signature, Gunnison County Manager  
Gunnison County

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

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

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

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

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**Agenda Item:** Round 3 Infrastructure Share funding; Colorado Opi

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**Action Requested:** Other Review & Approval

**Parties to the Agreement:** Colorado Opioid Abatement Council (COAC)

**Term Begins:** Expected Summer 2025

**Term Ends:**

**Grant Contract #:**

**Summary:**

On May 14, 2025, the Colorado Opioid Abatement Council (COAC) voted to award \$5 million in Round 3 Infrastructure Share funding to 12 Awardees across the state of Colorado. Among the approved projects.

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/15/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Given CA's understanding that the award letter contains all grant conditions, appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/16/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/23/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

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# Colorado Opioid Abatement Council (COAC) Infrastructure Evaluation Committee

To: Prospective Awardees of the Colorado Opioid Abatement Council  
RE: Award Memorandum (5.14.2025) | COAC Round 3 Infrastructure Funding Opportunity  
From: Colorado Opioid Abatement Council (correspondence via [coac@coag.gov](mailto:coac@coag.gov))

On May 14, 2025, the Colorado Opioid Abatement Council (COAC) voted to award \$5 million in Round 3 Infrastructure Share funding to 12 Awardees across the state of Colorado. Among the approved projects, the COAC voted to award \$499,500.00\* in funding to Gunnison County and its implementing organizations (Ouray County, San Miguel County, Montrose County, and Hinsdale County) to support the project titled “Supporting Vulnerable Populations - Women, Children and Immigrant SUD support.”

*\*Acceptance of funds indicates acceptance of the terms and conditions in this Award Letter and the approved Budget and Workplan. See Appendix A for a Glossary of Terms.*

## Background on the Infrastructure Funding Opportunity

To assist in awarding Infrastructure Share funding, COAC assembled an Infrastructure Evaluation Committee, with administrative support from the Opioid Response Unit, to develop, solicit, review, and recommend applications for funding. The Round 3 Evaluation Committee, which represented 5 different opioid abatement regions of the state, was comprised of COAC members, community leaders, public officials, voices of lived experience, and a variety of subject matter experts.

46 eligible applications were received, totaling \$21 million in requested funds, and representing 90% of the opioid abatement regions of the state. The COAC voted to award 12 proposals, totaling \$5 million, for Infrastructure Share funding. 50% of the projects will serve rural regions and, in total, the Round 3 Awards will directly impact 13 of the 19 opioid abatement regions of the state.

## Receipt of Award

Per the terms of the MOU, funds may only be transferred to appropriate state agencies, Regional Fiscal Agents (Fiscal Agent), or Participating Local Governments. Infrastructure Share funds may be held by either the State or third-party entities, often referred to as National Administrators, to be disbursed directly as a one-time, lump-sum transfer. After Awardees accept the terms of this Award Letter, the Administrator will gather additional financial information (if necessary) and notify the National Administrator to release funds. Round 3 Awards are expected to be disbursed Summer of 2025.

*Note: Infrastructure Share funds cannot be used for expenses incurred by the Awardee prior to the issuance and acceptance of this Award Letter.*

## Budget Period

Awards must be spent within two years of the Award Date. Any use of funds beyond two years must be reviewed and approved by the COAC. The Administrator will encourage Awardees to follow a customized spending plan and commit to spending a certain percentage of funds by certain periods in the Award Cycle. Each Awardee’s spending plan will be unique. However, at a minimum, Awardees will be encouraged to align their spending plan with the following benchmarks:

- By month 6 of the Award Cycle, at least **25%** of the Award should be spent.
- By month 12 of the Award Cycle, at least **50%** of the Award should be spent.
- By month 18 of the Award Cycle, at least **75%** of the Award should be spent.
- By month 24 of the Award Cycle, **100%** of the Award should be spent.

In the spirit of ensuring funds are expended in a timely manner, a request to extend the Award Cycle shall be a discouraged practice for Awardees. However, if an Awardee is unable to reach the benchmarks described above or is at risk of spending funds unsustainably, it may be necessary to extend the Award Cycle. Please contact [coac@coag.gov](mailto:coac@coag.gov) for questions related to Award Cycle extension.

## Reporting Requirements

Awardees will be required to submit 2-3 annual Expenditure Reports, 7 quarterly progress reports, and 1 final report. All reports should align with the Awardee's approved Budget and Workplan. Unless otherwise notified by the COAC, Awardees are required to submit all of these reports, even if the Awardee expends their funds prior to the end of the Award Cycle. The COAC reserves the right to request audited profit and loss statements or additional financial documents at no additional cost to the COAC.

*Expenditure Reports:* Awardees are required to submit annual Expenditure Reports, using a format determined by COAC. On an annual basis, the COAC will publish (on the publicly available dashboard) all expenditure data from these Awards. The COAC may request additional information or virtual meetings as necessary to assist in reporting. Awardees are subject to any accounting as required by the COAC. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan.

*Quarterly Progress Reports:* Quarterly progress reports will be due to the COAC, using a format determined by the COAC, which may request additional information or virtual meetings as necessary to assist in reporting. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan. In quarterly progress reports, Awardees will be asked to provide a progress update on the Indicators listed in their application. If an Awardee wishes to make changes to the indicators listed in their application, please promptly notify the Administrator at [coac@coag.gov](mailto:coac@coag.gov). The precise schedule of quarterly progress reports will be determined and communicated to Awardees after funds have been received by all Awardees.

*Final Report:* In the final quarter of the Award Cycle, Awardees must submit one final report, using a template determined by COAC. The COAC reserves the right to request additional information, beyond the prompts contained in the template, including any necessary information to close out the Award.

## Awardee Learning Forums

At least one representative from the Awardee's organization must attend quarterly (virtual) Awardee Learning Forums. Hosted by administrative staff at the Colorado Department of Law, these forums will cover a variety of relevant topics, including technical assistance, quarterly reporting, expenditure reporting, resource-sharing, Award management, and stories of success. Awardees will have the opportunity to raise questions, discuss challenges, receive support from Department of Law staff, and network with other Infrastructure and State Share recipients.

Please see below for the schedule of 2025-2026 Awardee Learning Forums:

- July 14, 2025, at 10:00AM
- October 14, 2025, at 1:00PM

- January 7, 2026, at 1:00PM
- April 8, 2026, at 1:00PM
- July 8, 2026, at 1:00PM
- October 7, 2026, at 1:00PM

## Colorado Opioid Abatement Conference

Awardees are required to send at least one representative to attend the annual Colorado Opioid Abatement Conference. This Conference is held in-person and is a valuable opportunity to receive technical assistance, learn about statewide efforts to combat the opioid crisis, and participate in a community of practice with other funding recipients. Awardees may utilize funding from this Award to cover travel expenses for staff to attend the Conference. If your current Budget and Workplan does not include conference expenses, you may contact the Administrator at [coac@coag.gov](mailto:coac@coag.gov) to request a budget amendment.

## Budget Amendments

If an Awardee wishes to amend their Budget or Workplan at any point during the Award Cycle, a Budget and Workplan amendment must be submitted to [coac@coag.gov](mailto:coac@coag.gov). The updated amendment form will be made available to Awardees upon request. On behalf of COAC, DOL staff will review the requested amendment to ensure alignment with the terms of the original Award Letter, Approved Uses, and to prevent supplanting of funds. In the review process, DOL staff may request additional information to verify these components.

## Interest

On December 18, 2024, the COAC issued its conclusion that, under the Colorado MOU and the national opioid settlement agreements, interest earned on Opioid Settlement Funds is considered “Opioid Funds” under the Colorado MOU. All Opioid Funds, including earned interest, must be used for opioid abatement Approved Purposes, found in [Exhibit E](#). All parties are expected to report on any earned interest and shall provide an explanation as to any expenditures of earned interest in the annual expenditure report.

## Capital Assets

Consistent with the guidance of COAC and parameters of the MOU, Opioid Funds may be used to finance the purchase or renovation of capital assets so long as the assets are used for opioid abatement Approved Uses as described in [Exhibit E](#). Any capital asset financed with Opioid Settlement Funds shall be used for Approved Uses for seven (7) years from the Award Date. Awardees shall provide an annual report in a format determined by the COAC to the COAC regarding the status of the capital asset throughout the five-year period after the conclusion of the 2-year Award Cycle. If a capital asset is sold or is otherwise no longer used for Approved Uses within the seven-year window, the COAC may take remedial action per the COAC Remedial Procedures. The COAC recommends that capital assets financed with opioid settlement funds be used for Approved Uses for their asset life cycle beyond the seven-year monitoring period.

## Remedial Procedures

Any remedial action taken against Awardees that misuse funds from the Infrastructure Share shall be in accordance with the [COAC Remedial Procedures – Statewide Infrastructure Funds](#). Please contact [coac@coag.gov](mailto:coac@coag.gov) for further questions, or to request a PDF version of the COAC Remedial Procedures.

*As the designated administrative support for the Colorado Opioid Abatement Council, the Opioid Response Unit*

*developed this document. Please email [coac@coag.gov](mailto:coac@coag.gov) with questions regarding these materials and requirements.*

## Appendix A: Glossary of Terms

Term	Definition
Administrative Costs	Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.). Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.
Approved Uses	<p><a href="#">Approved Uses</a> are forward-looking strategies, programming, and services to abate the opioid epidemic as identified in Exhibit E, Schedule B of the national opioid Settlements.</p> <p>Consistent with the terms of any Settlement, “Approved Uses” shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds.</p>
Awardee(s)	The entity or entities approved by COAC to receive Infrastructure Share funding.
Award Cycle	The 24-month period within which an Awardee must expend their funding. The Award Cycle will expire 24-months after the Award Date, unless otherwise determined by COAC.
Award Date	The date upon which the Award Letter is issued. Award Letters will be sent from <a href="mailto:coac@coag.gov">coac@coag.gov</a> to the prospective Awardees.
Award Letter	<p>The official letter sent from <a href="mailto:coac@coag.gov">coac@coag.gov</a> to Awardees detailing the terms of the award. The Award Letter will be generated after COAC has made its final determinations.</p> <p><i>Please note: Expenses incurred by the Awardee prior to the issuance of the Award Letter cannot be claimed under the terms of the award.</i></p>
Budget and Workplan	<p>The Budget and Workplan (available as a template on the <a href="#">COAC webpage</a>) provides a comprehensive summary of an Applicant’s budget proposal, as well as their program/project goals, activities, deliverables, and data indicators/outcomes.</p> <p><i>Please note: The Budget and Workplan are housed within the same Excel document but separated by two distinct tabs.</i></p>
Colorado Opioid Settlement Memorandum of Understanding (MOU)	The <a href="#">Colorado Opioid Settlement Memorandum of Understanding (MOU)</a> establishes the framework for distribution and oversight of Opioid Funds.
Colorado Opioid Abatement Council (COAC)	<p>The Colorado Opioid Abatement Council was created to ensure that the distribution of Opioid Funds complies with the terms of the MOU and of any Settlement, and to provide oversight and an accounting of all Opioid Funds in accordance with the terms of the MOU. The Council is responsible for oversight of Opioid Funds from the Regional Share, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share, all in accordance with the terms of the MOU.</p> <p>The Council is made up of 13 members, 6 voting members appointed by local government representatives, 6 voting members appointed by the state, and a chair who may only vote in the event of a tie.</p>

COAC Remedial Procedures – Statewide Infrastructure Funds	Procedures adopted by the COAC to remediate any misuse of Opioid Funds from the Statewide Infrastructure Share. Available at <a href="https://coag.gov/app/uploads/2023/04/COAC-Infrastructure-Share-Remedial-Procedures-10.17.22-Adopted-11.10.22.pdf">https://coag.gov/app/uploads/2023/04/COAC-Infrastructure-Share-Remedial-Procedures-10.17.22-Adopted-11.10.22.pdf</a>
Colorado Department of Law (DOL)	The Colorado Department of Law, also known as the Colorado Attorney General’s Office, provides administrative support to the Colorado Opioid Abatement Council (COAC), including administration of Infrastructure Share funding opportunities.
Expenditure Reports	According to Section (G)(5) of the MOU: “On an annual basis, as determined by the [COAC], any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.”
Fiscal Agent	Per the terms of the MOU, each Regional Opioid Abatement Council must have a Fiscal Agent that is either a county or municipal government. For the purposes of the Infrastructure Share, ROACs may only receive funding via their designated Fiscal Agent.
Fiscal Contact	The individual primarily responsible for financial management of the award, including submission of annual expenditure reporting. The Awardee is responsible for promptly notifying the DOL should there be a change in Fiscal Contact.
Implementing Organizations	Entities other than the Applicant that are either supporting or part of a collaborative application.  Nongovernmental entities, such as non-profit organizations, may be part of the collaborative partnership proposed in the application, so long as the primary Applicant is considered eligible to apply.
Indicators	Developed by the Johns Hopkins Bloomberg School of Public Health, these data Indicators (available in Appendix B) are measurement tools used to determine if a project/program is working as expected and achieving its intended outcomes.
National Administrators	Refers to the various third-party entities responsible for the direct disbursement of national opioid Settlement funds.
Opioid Settlement Funds (Opioid Funds)	Opioid Funds shall mean damage awards obtained through a Settlement.
Participating Local Governments (PLGs)	“[A]ll Local Governments that sign[ed the] MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s) . . . .” [Section (A)(9) of the MOU]
Primary Contact	The individual primarily responsible for oversight of the program/project proposed in the application.

Regional Opioid Abatement Councils (ROACs)	The Regional Opioid Abatement Councils (ROACs) were formed by county and municipality governments to create a governing body to manage Opioid Funds at a regional level. There are 19 Regions in Colorado, each governed by its respective ROAC. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the ROAC will operate. All voting members of ROACs are either elected officials or employees of local governments.
Settlement	"[T]he negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, 'Settlement' shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant." [Section (A)(13) of the MOU]



## Section IV: Budget Template

Colorado Opioid Abatement Council  
Round 3 Infrastructure Share Funding Opportunity (2024-25)

<b>Name of Project/Program</b>	Supporting Vulnerable Populations- Women, Children and Immigrant SUD support	<b>Principal Representative</b> [Listed on Application] Name, Title, Phone and Email	Laura Pucket-Daniells Chairman of the Board of County Commissioners, 970-275-9625 LDaniels@gunnisoncounty.org.
<b>Name of Applicant (Organization)</b>	Gunnison County	<b>Primary Contact</b> [Listed on Application] Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services, 970-642-7393 kcommerford@gunnisoncounty.org
<b>Applicant Type</b> (Drop Down List)	<b>Local Government that participated in the Colorado MOU</b>	<b>Fiscal Contact</b> [Listed on Application] Name, Title, Phone and Email	Jody Wise, Accountant, 970-641-7679,jwise@gunnisoncounty.org
<b>Additional Implementing Organizations</b> [If included in Application]	<b>Ouray County, San Miguel County, Montrose County, Hinsdale County</b>		

### Instructions for Budget

List each planned expenditure	Select from the 6 official Budget Categories (see Tab 4 for more info):  (1) Personnel services, (2) Contractual, (3) Materials/Supplies	Please select an Approved Use (Section and Sub-Section) for each budgeted item. All budgeted items must align with the list of Approved Uses (known as Exhibit E).  To see the complete list of Approved Uses, please see Tab #3 of this Excel or visit <a href="https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-">https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-</a>	Provide a description of how the budget line item will be purchased/ <b>Vendor, Source, or Procurement Process</b> (Optional)	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
<b>Budget Item</b>	<b>Budget Category (Drop Down List)</b>	<b>Approved Uses Section (Drop Down List)</b> See Tab 3 for complete list of Approved Uses	<b>Approved Uses Sub-Section (Drop Down List)</b> See Tab 3 for complete list of Approved Uses	<b>Description of Item</b> (See Tab 4 for further instructions based on the "Budget Category" selected)	<b>Dollar Amount Requested</b>
Grasp Coordinator	Personnel Services	J. Leadership Planning And Coordination	3. Infrastructure, starting at government or not-for-profit agencies	\$73,040 annual salary Fringe \$24,960 = \$98,000 at 40%	\$ 40,180.00
Clinical Case Managing Coordinator	Personnel Services	D. Address The Needs Of Criminal Justice Involved Persons	0. Services for people involved in criminal justice system (general)	\$74,000 annual salary Fringe \$16,000 = \$90,000 at 45%	\$ 40,500.00
GSH - Womens house	Contractual	B. Support People In Treatment and Recovery	4. Supportive/recovery housing and other housing assistance	15% of down payment for recovery home.	\$ 100,000.00





## Section IV: Budget Template

Colorado Opioid Abatement Council  
Round 3 Infrastructure Share Funding Opportunity (2024-25)

<b>Name of Project/Program</b>	Supporting vulnerable Populations- Women, Children and Immigrant SUD support Laura Pucket-Daniells Chairman of the Board of County Commissioners, 970-275-9625 LDaniels@gunnisoncounty.org.
<b>Name of Applicant (Organization)</b>	Gunnison County Kari Commerford, Director of Juvenile Services, 970-642-7393 kcommerford@gunnisoncounty.org
<b>Applicant Type</b> (Drop Down List)	<b>Local Government that participated in the Colorado MOU</b> Jody Wise, Accountant, 970-641-7679, jwise@gunnisoncounty.org
<b>Additional Implementing Organizations</b> [If included in Application]	Ouray County, San Miguel County, Montrose County, Hinsdale County

### Instructions for Budget

List each planned expenditure	Select from the Official Budget Categories (see Tab 4 for more info): (1) Personnel services, (2) Contractual, (3) Materials & supplies, (4) Equipment, (5) Capital Assets	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
Budget Item	Budget Category	Description of Item	Dollar Amount
Grasp Coordinator	Personnel Services	\$73,040 annual salary Fringe \$24,960 = \$98,000 at 40%	\$40,180.00
Clinical Case Managing Coordinator	Personnel Services	\$74,000 annual salary Fringe \$16,000 = \$90,000 at 45%	\$40,500.00
GSH - Womens house	Contractual	15% of down payment for recovery home.	\$100,000.00
Justice Involved Support - Women - Coordination and group services	Contractual	Contractual funds for probation and private practice clinician to run a women's group 2 x week for 1.5 hours for 12 weeks for 3 different group for a total of 36 weeks. Costs are to cover a lead and co-facilitator and supplies.	\$24,320.00
Messaging-Awareness	Materials & Supplies	\$6000 x 5 communities	\$30,000.00
Sub-free Community Events	Materials & Supplies	\$10,000 x 5 communities	\$50,000.00
BH navigation/Peer Support	Personnel Services	\$35,000 x2	\$70,000.00
Immigrant navigator -Women/Children support for SUD	Contractual	\$35,000 x 2	\$70,000.00
Basic Need support	Materials & Supplies	\$10,000 x 5 communities	\$50,000.00
5% indirect			\$24,500.00
<b>TOTAL AMOUNT REQUESTED</b>			<b>\$ 499,500.00</b>

#### Non-Required Budget Supplemental Question

**Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.**



## Section IV: Workplan Template

Colorado Opioid Abatement Council  
Round 3 Infrastructure Funding Opportunity (2024-25)

### Instructions for Workplan

- 1) Select 3 high-level Goals for the project/program (some examples may include "Expand behavioral health services to 3 new counties" or "Establish a new facility" or "Expand access to opioid antagonists among high-risk populations")
- 2) For each Goal, list 3-5 Activities (some examples may include "Host quarterly calls with governmental partners" or "Expand staffing within the new facility" or "Stock naloxone kits in mobile kiosks")
- 3) For each Activity, identify the individual and/or organization responsible for completing the activity (this may be the primary Applicant, one of the implementing organizations, or one of the sub-contractors)
- 4) For each Activity, identify an Estimated Date of Completion (this must fall within 24 months of the Award Date; Round 3 Infrastructure Awards are estimated to be distributed in Summer/Fall of 2025)
- 5) For each Activity, include a Deliverable (some examples may include "Sign an intergovernmental agreement" or "hire 2 full-time staff members" or "Distribute 2000 naloxone kits")

Goals and Activities should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.\*

\*Applicants are encouraged to choose Goals and Activities that closely align with their submitted Application. Applicants are also encouraged to reflect on the Approved Uses (see tab 3 of this Excel sheet) when developing these Goals/Activities.

Goal # 1:	By February 2026, establish recovery supports for women and children in Gunnison County to serve across the region to include a recovery home that have adopted best practices standards recommended by SAMHSA and 4 navigation/peer positions.
Goal # 2:	By May 2026, increase the number of referrals from harm reduction organizations to evidence-based substance use disorder treatment through the creation of a new program to support women involved in the criminal justice system for SUD offenses and support for their youth.
Goal # 3:	By December 2025, increase the number of families who receive specific social supports, which could include case management, childcare, transportation, employment assistance, family housing and family-centered treatment, support groups, referral services, and peer counselors with events and financial support for housing, heating, food and treatment services up to 5 events per community and at least 10 families per community served.

Goal #1	By February 2026, establish recovery supports for women and children in Gunnison County to serve across the region to include a recovery home that have adopted best practices standards recommended by SAMHSA and 4 navigation/peer positions.			
	Activities (Planned activities to accomplish the Goal)	Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables (Description of what will be accomplished)
1	Meet monthly as the Grasp Consortium to continue to implement strategic plan, which includes recovery support.	Grasp/Gunnison County	Year 1 and Year 2 - ongoing	The grasp consortium consists of 40+ community members including individuals with lived experience, judicial representative, behavioral health professionals, health professionals and community members. The consortium meets monthly to move forward the local strategic plan and help support regional work.
2	Work with Gunnison Scantuary to contribute to the purchase of a womens/childrens recovery home.	Grasp/Gunnison County	Year 1 Quarter 3 and 4	Representation from the Gunnison Sanctuary attends grasp and SWCDRC meetings monthly. We are in consistent communication with them about their efforts and are consulted when making programmatic decisions on protocols for housing determinations. Funds will be used to help with financially purchasing the home and/or renovations needed.
3	Work with Gunnison Scantuary to educate the community and regional partners on the new resource.	Grasp/Gunnison County/West Central Public Health partners	Year 1 Quarter 4 and Year 2	Once the Women and children's Scantuary house is established the Grasp Consortium will work to educate the community, stakeholders and regional (SWCDRC) partners about the resources and pathways to access housing/recovery supports.
4	Identify location/oragization and then hire 2 behavioral health navigators in 2 counties to help refer, navigate and connect women and children to SUD services/treatment.	Grasp/West Central Public Health partners	Year 1 Quarter 2 and 3	Behavioral Health navigators have been identified by each participating county as essential workforce in helping individuals with SUD/OUD to accessing treatment and recovery services. Gunnison County will hire one behavioral health navigator and will work across the regional public health agencies to identify readiness and capacity to employ an additional navigator location.
5				

Goal #2	By May 2026, increase the number of referrals from harm reduction organizations to evidence-based substance use disorder treatment through the creation of a new program to support women involved in the criminal justice system for SUD offenses and support for their youth.			
	Activities (Planned activities to accomplish the Goal)	Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables (Description of what will be accomplished)
1	Gunnison County Juvenile Services will expand the family support	Gunnison County/Grasp	Year 1 Q 2, 3, 4 and Year 2	youth. Referrals to the Clinical Case Management will come from probation, district and
2	Gunnison county will work with the justice system to identify clinical supports to offer group therapy/recovery support for women involved in the criminal justice system.	Gunnison County/Grasp	Year 1 Q 2, 3, 4 and Year 2	Provide direct services to women involved in probation to provide psychoeducation and skill based supports to decrease recidivism and increase successful participation/completion of probation.
3	Host bi monthly support/recovery groups for women involved in	Gunnison County/Grasp	Year 1 Q3, 4, Year 2	Increase successful completion of probation and decrease further system involvement.
4	Work with probation, court system, peer supports and other stakeholders to educate about the newly established services.	Gunnison County/Grasp	Year 1 Q 3, 4 Year 2	Recruit 10 justice involved women to the group with successful participation.
5	Hire a Spanish speaking behavioral health navigator for Gunnison	Gunnison County/West Central Public Health	Year 1 Q 3, 4 Year 4	SUD/OUD and who are successful in navigating the criminal justice system as evidenced by

Goal #3	By December 2025, increase the number of families who receive specific social supports, which could include case management, childcare, transportation, employment assistance, family housing and family-centered treatment, support groups, referral services, and peer counselors with events and financial support for housing, heating, food and treatment services up to 5 events per community and at least 10 families per community served.			
	Activities (Planned activities to accomplish the Goal)	Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables (Description of what will be accomplished)
1	Each county will work collaboratively and with SWCORC to identify recovery and treatment resources across the region.	West Central Public Health	Year 1 Q4	Create a treatment and recovery resource guide for the region.
2	Each county will educate their communities about the resources to treat SUD/OUD and resources that help with recovery.	West Central Public Health	Year 1 Q 4, Year 2	Educate on and promote resource guide to increase utilization
3	Support individuals and families in recovery by hosting community events that are substance free	West Central Public Health	Year 1 -Year 2 all quarters	Support community members feeling of connection and support and hold substance free events.
4	Provide basic need support for women and children who are experiencing SUD/OUD challenges (including either spouse) across the region.	West Central Public Health	Year 1 -Year 2 all quarters	Increase recovery supports by providing basic need assistance.
5	Educate communities across the region about the events and basic need supports.	West Central Public Health	Year 1 -Year 2 all quarters	Increase recovery supports by providing basic need assistance.

**Approved Opioid Abatement Uses from Exhibit E, Schedule B of the National Opioid Settlements**

Section Letter	Section Name	Approved Use Number	Short Name	Approved Uses (Exhibit E, Schedule B)
A	Treat Opioid Use Disorder	0	Treatment of Opioid Use Disorder (OUD) - (general)	Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use Disorder or Mental Health ("SUD/MH") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
A	Treat Opioid Use Disorder	1	Treatment services adhering to ASAM continuum of care	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.
A	Treat Opioid Use Disorder	2	Treatment, including Medications for Opioid Use Disorder (MOUD)	Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("ASAM") continuum of care for OUD and any co-occurring SUD/MH conditions.
A	Treat Opioid Use Disorder	3	Telehealth services	Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
A	Treat Opioid Use Disorder	4	Opioid treatment programs (OTP) oversight	Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
A	Treat Opioid Use Disorder	5	Mobile intervention, treatment, and recovery services	Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
A	Treat Opioid Use Disorder	6	Trauma-informed care	Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
A	Treat Opioid Use Disorder	7	Withdrawal management services	Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
A	Treat Opioid Use Disorder	8	Training on Medication Addiction Treatment (MAT)	Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
A	Treat Opioid Use Disorder	9	Workforce development - addiction professionals	Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
A	Treat Opioid Use Disorder	10	Fellowships for addiction medicine specialists	Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
A	Treat Opioid Use Disorder	11	Workforce development - behavioral health workers	Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas
A	Treat Opioid Use Disorder	12	Waiver training to prescribe MAT for OUD	Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
A	Treat Opioid Use Disorder	13	Web-based training curricula	Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
A	Treat Opioid Use Disorder	14	Dissemination or development of provider curricula	Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.
B	Support People In Treatment And Recovery	0	Recovery services (general)	Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:
B	Support People In Treatment And Recovery	1	Full continuum of care of recovery services	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
B	Support People In Treatment And Recovery	2	Comprehensive wrap-around services	Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

B	Support People In Treatment And Recovery	3	Counseling, peer-support, recovery case management, and residential treatment	Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
B	Support People In Treatment And Recovery	4	Supportive/recovery housing and other housing assistance	Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
B	Support People In Treatment And Recovery	5	Community support services, including social and legal services	Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
B	Support People In Treatment And Recovery	6	Peer-recovery centers, and events	Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
B	Support People In Treatment And Recovery	7	Transportation to treatment or recovery programs	Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
B	Support People In Treatment And Recovery	8	Job services training	Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
B	Support People In Treatment And Recovery	9	Recovery program expansion	Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
B	Support People In Treatment And Recovery	10	Non-profit, community, and coalition - support for families	Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
B	Support People In Treatment And Recovery	11	Stigma education - government staff	Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
B	Support People In Treatment And Recovery	12	Community-wide stigma reduction	Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
B	Support People In Treatment And Recovery	13	Culturally appropriate services	Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
B	Support People In Treatment And Recovery	14	Recovery high schools	Create and/or support recovery high schools.
B	Support People In Treatment And Recovery	15	Hiring or training of behavioral health workers	Hire or train behavioral health workers to provide or expand any of the services or supports listed above.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	0	Connection to care (General)	Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
C	Connect People Who Need Help To The Help They Need (Connections To Care)	1	Substance use screening and referral	Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	2	Screening, Brief Intervention and Referral to Treatment (SBIRT)	Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	3	SBIRT for young adults in schools, criminal justice, probation etc.	Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	4	SBIRT automation and technology	Purchase automated versions of SBIRT and support ongoing costs of the technology
C	Connect People Who Need Help To The Help They Need (Connections To Care)	5	Emergency department navigators and on-call teams	Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	6	Training for emergency room staff	Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

C	Connect People Who Need Help To The Help They Need (Connections To Care)	7	Hospital linkage to care programs	Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	8	Crisis stabilization centers	Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	9	Post-overdose Emergency Medical Systems (EMS) and peer support	Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	10	Peer support specialists and recovery coaches	Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	11	Expand warm hand-off services to transition to recovery services	Expand warm hand-off services to transition to recovery services.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	12	School-based supports for parents	Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	13	Recovery-friendly workplaces	Develop and support best practices on addressing OUD in the workplace.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	14	Employee assistance for healthcare workers with OUD	Support assistance programs for health care providers with OUD.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	15	Non-profit and community - outreach for treatment	Engage non-profits and the faith community as a system to support outreach for treatment.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	16	Centralized call centers	Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
D	Address The Needs Of Criminal Justice-Involved Persons	0	Services for people involved in criminal justice system (general)	Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
D	Address The Needs Of Criminal Justice-Involved Persons	1	Pre-arrest diversion strategies	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
D	Address The Needs Of Criminal Justice-Involved Persons	1.1	☐ Self-referral strategies such as Angel/PAARI ("PAARI");	Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative
D	Address The Needs Of Criminal Justice-Involved Persons	1.2	Drug Abuse Response Team (DART) or Quick Response Teams (QRT)	Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
D	Address The Needs Of Criminal Justice-Involved Persons	1.3	☐ "Naloxone Plus" strategies	"Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
D	Address The Needs Of Criminal Justice-Involved Persons	1.4	☐ Law Enforcement Assisted Diversion (LEAD)	Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
D	Address The Needs Of Criminal Justice-Involved Persons	1.5	☐ Officer intervention strategies	Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
D	Address The Needs Of Criminal Justice-Involved Persons	1.6	☐ Co-responder programs	Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
D	Address The Needs Of Criminal Justice-Involved Persons	2	Pre-trial services	Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
D	Address The Needs Of Criminal Justice-Involved Persons	3	Treatment and recovery courts with MAT	Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

D	Address The Needs Of Criminal Justice-Involved Persons	4	Jail-based treatment, recovery or harm reduction services	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison
D	Address The Needs Of Criminal Justice-Involved Persons	5	Re-entry from jail treatment, recovery or harm reduction services	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
D	Address The Needs Of Criminal Justice-Involved Persons	6	Critical time interventions	Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
D	Address The Needs Of Criminal Justice-Involved Persons	7	Training on best practices for criminal justice involved persons	Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	0	Pregnant or parenting women support (general)	Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	1	Treatment, recovery, prevention for pregnant women	Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	2	Treatment and recovery for post-partum women	Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	3	Healthcare worker training on treatment for pregnant women with OUD	Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH condition
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	4	Neonatal abstinence syndrome prevention, treatment, and care	Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	5	Training on NAS (Neonatal Abstinence Syndrome) and plans of safe care	Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	6	Child and family supports for women with Opioid Use Disorder (OUD)	Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	7	Child care services	Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	8	Trauma-informed behavioral health treatment	Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	9	Home-based wrap-around services	Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	10	Services for children impacted by caregiver use	Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	0	Safe opioid prescribing (general)	Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	1	Medical provider education on opioid prescribing	Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	2	Provider education on safe opioid prescribing	Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	3	Continuing medical education on safe opioid prescribing	Continuing Medical Education (CME) on appropriate prescribing of opioids.
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	4	Non-opioid pain treatment alternatives	Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	5	Prescription Drug Monitoring Program (PDMP)	including, but not limited to, improvements that: 1. Increase the number of prescribers using PDMPs; 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	6	Prescription Drug Monitoring Program (PDMP) - overdose/naloxone data	Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	7	Electronic prescribing	Increasing electronic prescribing to prevent diversion or forgery.
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	8	Pharmacy dispenser education	Educating dispensers on appropriate opioid dispensing.
G	Prevent Misuse Of Opioids	0	Substance use prevention (general)	Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:
G	Prevent Misuse Of Opioids	1	Media prevention campaigns	Funding media campaigns to prevent opioid misuse.
G	Prevent Misuse Of Opioids	2	Evidence-based public education campaigns	Corrective advertising or affirmative public education campaigns based on evidence.
G	Prevent Misuse Of Opioids	3	Education on safe drug disposal	Public education relating to drug disposal.
G	Prevent Misuse Of Opioids	4	Drug take-back disposal programs	Drug take-back disposal or destruction programs.
G	Prevent Misuse Of Opioids	5	Substance abuse prevention coalitions	Funding community anti-drug coalitions that engage in drug prevention efforts.
G	Prevent Misuse Of Opioids	6	Community coalitions	access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
G	Prevent Misuse Of Opioids	7	Non-profit and community - prevention support	Engaging non-profits and faith-based communities as systems to support prevention.
G	Prevent Misuse Of Opioids	8	School and community prevention and education programs	Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
G	Prevent Misuse Of Opioids	9	School-based or youth-focused programs to prevent drug misuse	School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
G	Prevent Misuse Of Opioids	10	Community-based education or intervention services for at-risk youth & families	Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
G	Prevent Misuse Of Opioids	11	Evidence-informed youth mental health curricula and programs	Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
G	Prevent Misuse Of Opioids	12	Support greater access to mental health services and supports	Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	0	Harm reduction programs or strategies (general)	Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	1	Naloxone - distribution to targeted groups	Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	2	Naloxone - distribution to communities	Public health entities providing free naloxone to anyone in the community.

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	3	Naloxone - training and education	Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	4	School staff naloxone training	Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	5	Naloxone - data tracking	Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	6	Public education for overdose prevention	Public education relating to emergency responses to overdoses.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	7	Good samaritan laws - general public education	Public education relating to immunity and Good Samaritan laws.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	8	Good samaritan laws - first responder education	Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	9	Syringe services and other harm reduction efforts for people who use drugs	Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	10	Infection disease testing and treatment	Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	11	Mobile harm reduction and referral services	Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	12	Training in harm reduction strategies	Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	13	Routine clinical toxicology screening and testing	Supporting screening for fentanyl in routine clinical toxicology testing.
I	First Responders	1	First responder education specific to fentanyl and other substances	Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
I	First Responders	2	Wellness and trauma support for first responders	Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.
J	Leadership, Planning And Coordination	0	Leadership, planning, and coordination (general)	Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following: Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment E-14 intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
J	Leadership, Planning And Coordination	1	Statewide, regional, local, or community planning	A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
J	Leadership, Planning And Coordination	2	Data dashboards	system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
J	Leadership, Planning And Coordination	3	Infrastructure, staffing at government or not-for-profit agencies	
J	Leadership, Planning And Coordination	4	Government oversight and management of opioid abatement programs	Provide resources to staff government oversight and management of opioid abatement programs.
K	Training	0	Training on opioid abatement (general)	In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:
K	Training	1	Staff training and networking for opioid abatement	Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

K	Training	2	Collaborative cross-systems coordination infrastructure and staffing	Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).
L	Research	0	Opioid abatement research (general)	Support opioid abatement research that may include, but is not limited to, the following
L	Research	1	Monitoring, surveillance, data collection and evaluation	Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
L	Research	2	Research non-opioid treatment of chronic pain	Research non-opioid treatment of chronic pain.
L	Research	3	Research on improved service delivery	Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
L	Research	4	Research on novel harm reduction and prevention efforts	Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
L	Research	5	Research on improved detection of mail-based synthetic opioids	Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
L	Research	6	Research for swift/certain/fair criminal justice models	Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
L	Research	7	Epidemiological surveillance of OUD-related behaviors	Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
L	Research	8	Qualitative and quantitative research regarding public health risks	Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
L	Research	9	Geospatial analysis of barriers to treatment	Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Expenditures Budget Categories for Infrastructure Fund Applications**

Expenditure Categories	Description
<p align="center"><b>Personnel Services</b></p>	<p>List all salaried and hourly personnel to perform work for the project/program. Include proposed salaries (calculated as full-time equivalent or FTE). If the salary represents less than 1.0 FTE, please specify the percentage of the staff member's time that will be devoted to the project/program.*</p> <p>In the Attachments portion of the Application, Applicants must submit a List of Names and Qualifications of Key Staff. If the submitted Budget and Workplan proposes new personnel/staff, or expanded funding for existing staff members, please <b>also</b> describe the intended role and contributions of the prospective staff members in the attached materials.</p> <p>*If the proposed salary includes fringe benefits (i.e., insurance, paid time off, etc.), please specify how the fringe benefits were calculated, and what percentage of the proposed salary is allocated to fringe benefits.</p>
<p align="center"><b>Contractual</b></p>	<p>Include any subcontracts that are associated with this budget request. This may include, but is not limited to, subcontracts for consulting, construction, or facilitation services. Please note that Infrastructure Share funds may not be used to reimburse expenses from previous/historic contracts. Applicants are not able to "pre-pay" subcontractors for their services. Applicants shall wait until COAC has determined its awardees before enacting subcontracts related to this proposed budget.</p> <p>In the Workplan, please describe how subcontractors will be selected, the work they intend to perform, and how the costs were calculated.</p>
<p align="center"><b>Materials &amp; Supplies</b></p>	<p>Provide estimated quantities of the materials &amp; supplies that will be purchased. Please be as specific as possible.</p>
<p align="center"><b>Equipment</b></p>	<p>List any equipment that must be purchased to complete the proposed project/program. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more, and an expected service life of more than 1 year, unless the Applicant (Organization) has adopted other guidelines.</p>

<p><b>Capital/Construction</b></p>	<p>List all expenses relating to development of long-term assets, including but not limited to building purchases, construction, expansion, renovation, and/or land acquisition.</p>
<p><b>Administrative (shall not exceed 10% of total request)</b></p>	<p>Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.).</p> <p>Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.</p>
<p><b>Other</b></p>	<p>Expenses not under other categories. If you select the Other category, please explain why none of the other Budget Categories were sufficient.</p>

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

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**Agenda Item:** Trade Contractor Agreement; Stripe A Lot; Public W

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

**Parties to the Agreement:** Stripe-A-Lot

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is the contract for road painting services for 2025. The project was bid out and only one bidder submitted. We have had a long and successful relationship with Strine-A-Lot and recommend this contract without reservations. Staff will adjust the road list to remain within budget.

**Fiscal Impact:**

**Submitted by:** Martin Schmidt

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/27/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/28/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

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## TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and Stripe A Lot, P.O. Box 1957 Montrose Colorado 81402 ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

**Section 1. Definitions.** The following definitions shall apply to this Agreement. Unless otherwise specifically defined in this Agreement or in the Law, any terms that have well-known technical, industry or trade meanings shall be interpreted in accordance with their well-known meanings. Otherwise, such undefined terms shall have their plain and ordinary meaning.

a. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

b. A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Cost of the Work, or Contract Time, including substitutions proposed by Contractor and accepted by County.

c. "Construction Schedule" is the document prepared by Contractor that specifies the dates on which Contractor plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from County.

d. "Contract Documents" are those documents and materials which comprise the entire agreement and contract between the County and Contractor, and that 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.

e. "Day" means calendar day.

f. "Defective Work" is any portion of the Work that does not conform to the requirements of the County.

g. "Final Completion" occurs on the date when Contractor's obligations under this Agreement are complete and accepted by County and final payment becomes due and payable. Final Completion shall also mean "final settlement" as that term is used in CRS § 38-26-107, to the extent that this statute applies to this Agreement.

h. "Hazardous Material" is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up.

i. "Law" means a federal, state, or local law, ordinance, resolution, policy, code, rule, or regulation applicable to the Work with which Contractor must comply that is enacted as of the Agreement date, including but not limited to the *Gunnison County Land Use Resolution*, as amended, the Gunnison County Building and Onsite Wastewater Treatment System Codes, as amended and the Gunnison County Standards and Specifications for Roads and Bridges, as

amended, as well as applicable Federal and State laws concerning Hazardous Materials, workers' compensation, occupational safety and health, Colorado labor and materials, and equal employment opportunity. "Law" shall also include any local, state, and federal public health orders in effect or instituted during the term of this Agreement.

j. "Others" means County's other: (a) contractors/constructors/Contractors, (b) suppliers, or (c) subcontractors; and others employed directly or indirectly by (a), (b), or (c) or any of them or for whose acts any of them may be liable.

k. "Overhead" shall mean (a) payroll costs and other compensation of Contractor's employees in Contractor's principal and branch offices; (b) general and administrative expenses of Contractor's principal and branch offices including charges against Contractor for delinquent payments; and (c) Contractor's capital expenses, including interest on capital used for the Work.

l. "County's Program" is an initial description of County's objectives that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

m. The "Parties" are collectively County and Contractor. "Contractor" shall also mean "contractor" as defined in CRS § 38-26-101 to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

n. The "Project," as identified in this Agreement, is the building, facility, or other improvements for which Contractor is to perform the Work under this Agreement. It may also include improvements to be undertaken by County or Others.

o. "Project Schedule" is a schedule that shows the timing and sequencing of any design and construction required to meet the time criteria as set forth in this Agreement.

p. A "Subcontractor" is a person or entity retained by Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a portion of the Work, and may include a person as that term is used in C.R.S. § 38-26-107, to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement. The term Subcontractor does not include any separate contractor employed by County or any separate contractor's subcontractors.

q. A "Supplier" is a person or entity retained by Contractor to provide material or equipment for the Work, and may include a person as that term is used in C.R.S. § 38-26-107, to the extent that Article 26 of the Colorado Revised Statutes applies to this Agreement.

r. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

s. The "Work" or "Scope of Work" means the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation, or other public work of the County, to the extent C.R.S. § 38-26-101 and Article 26 of the Colorado Revised Statutes applies to this Agreement, as outlined in Section \_\_\_ and Exhibit A to this Agreement, or the provision or supply of good or services as outline in Section \_\_\_ and Exhibit A to this Agreement, to the extent that C.R.S. § 38-26-101 and Article 26 of the Colorado Revised Statutes do not apply to this Agreement. "Work" shall include the furnishing of all supervision, labor, equipment and materials to complete the Work and in furtherance of or completion of the Project.

t. “Worksite” means the area of the Project location identified in this Agreement, or in Exhibit A to this Agreement where the Work is to be performed.

**Section 2. Scope of Work.** Contractor shall perform the Work in furtherance or completion of the Project in accordance with **Exhibit A that includes the bid request and bid response**, which is attached hereto and incorporated by this reference. Gunnison County will specify specific locations for work to remain within budget.

**Section 3. Agreement Price.** The County represents that it has appropriated the money necessary to fund the Work. 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 one hundred and forty thousand Dollars (\$140,000) (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 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. Progress Reports; Times and Methods of Progress Payment.**

a. Contractor shall not be required to provide periodic written reports to County on the progress of the Work in such detail as is reasonably agreed to by the Parties.

b. Contractor shall not be required to develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to County at mutually agreeable intervals.

c. 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 notify Contractor in writing giving the reason(s) within fourteen (14) days of receipt of such invoice.

d. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by a progress payment, whether incorporated in the Project or not, will pass to County upon receipt of such payment by County, free and clear of all liens, claims, security interests, or encumbrances.

e. 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 may be retained by the County until the Project is completed satisfactorily and finally accepted by the County. County may, in its sole discretion, reduce the amount to be retained at any time. County may further release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work County has accepted, after County has received sufficient evidence of Contractor's full and complete satisfaction of all payment(s) owed to Subcontractor pursuant to this Agreement, as determined by the County in its sole discretion, such as executed lien releases.

**Section 7. Final Payment.** Final Payment, consisting of the unpaid balance of the Original Contract Amount, subject to any amendments to this Agreement under Section \_\_ Agreement Price, and any remaining Retainage, shall be due and payable when the work is fully completed. Before issuance of Final Payment, County may request satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid or otherwise satisfied, including but not limited to releases or waivers of liens from any Subcontractors or Suppliers. Final Payment may not occur until the Parties comply with their obligations under CRS §§ 24-91-103, 38-26-105 to -107, to the extent such statutory provisions apply to this Agreement. As a further condition of Final Payment, the County may require Contractor to provide a list of all subcontractors and supplies and their respective contact information.

**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 until the end of one calendar year, through December 31, 2025. The services called for shall commence on the date specified in Exhibit A, "Time of Performance). Contractor shall commence any work requested by the County within the specified timeframe by the County. In the event Contractor fails to commence work within this time period, the County may take over

the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein shall be 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. The County will charge Contractor and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the County in connection with any work accomplished after the specified completion date.

**Section 10. Liquidated Damages.** The Parties agree that this Agreement  shall/  shall not provide for the imposition of liquidated damages based on the date of Final Completion.

Contractor understands that if the date of Final Completion established by this Agreement is not attained, County will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if the date of Final Completion is not attained, Contractor shall pay County one hundred dollars (\$100) as liquidated damages for each Day that Final Completion extends beyond the date of Final Completion. The Parties may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to one or more of the following, and Contractor has given written notice of such delay to the County within three (3) business days of such delay:

- a. such delay is caused by a Change Order issued by the County; or
- b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

**Section 11. 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 (“Default”), 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 notice pursuant to either paragraphs a. or b. above, Contractor shall promptly discontinue the Work (unless the notice directs otherwise), and the County then County without prejudice to any other rights or remedies may: (a) take possession of the Worksite; and (b) complete the Work utilizing any reasonable means. Upon a Default by Contractor, County may also: (a) withhold payment due to Contractor; (b) as County deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Contractor the costs and expenses, including reasonable overhead, profit, and reasonable attorneys' fees. In the event of an emergency affecting the safety of persons or property, County may immediately commence and continue satisfactory correction of a Default without first giving written notice to Contractor, but shall give Contractor prompt notice..

d. If Contractor files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Contractor or Contractor's trustee rejects the Agreement; (b) a Default has occurred; or (c) Contractor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

**Section 12. 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. .

**Section 13. 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.** 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. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

**Section 14. Relationship.** Each Party agrees to act on the basis of good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner as required by or consistent with the Contract Documents, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed by the Day of Substantial Completion and Final Completion.

**Section 15. 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 16. 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 5 of Exhibit A, Additional Insurance Requirements. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 5 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.

In addition to those requirements set forth in Section 5 of Exhibit A 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. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five

Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The 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.

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.

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 17. 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 the full contract price, 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.

Such bonds shall be issued by a surety company holding a certificate of authority to conduct surety business in the state in which the Project is located and must be acceptable to County. County's acceptance shall not be withheld without reasonable cause. Contractor shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Date of Final Completion, though Contractor shall require that its surety waive any requirement to be notified of any alteration or extension of time.

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 surety 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.

For the avoidance of doubt, the County will not agree to accept collateral, security or other form of surety which requires the County to collect or dispose of any collateral in order to secure payment or performance under this Agreement.

**Section 18. 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 19. 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 20. 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 Completion of the Work, as provided by this Agreement ("Warranty Period"). Contractor shall correct installation defects on County-furnished and County-installed materials and equipment during the Warranty Period. To the extent products, equipment, systems, or materials incorporated into the Work are furnished by County, they shall be also covered by any warranty of the manufacturer(s). Contractor shall assist County in pursuing warranty claims. Unless otherwise not required by County, Contractor shall obtain all necessary certificates of inspection, testing, or approval and deliver them to County. Contractor shall collect all written warranties and equipment manuals and deliver them to County in a format selected by County. With the assistance of County's personnel, and to the extent necessary for the Project, Contractor shall direct the checkout of utilities and start-up operations and adjusting and balancing of systems and equipment for readiness.

**Section 21. Subcontractors.** All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement and the Contract Documents. 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, 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. Contractor shall not retain any Subcontractor or Supplier to whom County has a reasonable and timely objection. County may propose subcontractors or suppliers to be considered by Contractor. Contractor shall be solely responsible for the management of Subcontractors and Suppliers in the performance of their work. Except as expressly provided in this Section, no contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

**a. Contingent Assignment of Subcontract.** If this Agreement is terminated, each subcontract agreement shall be assigned by Contractor to County, subject to the prior rights of any surety, and provided that County accepts such assignment, after termination by notifying in writing Contractor and Subcontractor or Contractor and Supplier, and assumes all rights and obligations of Contractor pursuant to each subcontract or supply agreement. If County accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be

equitably adjusted as a result of the suspension. Contractor shall include a provision in its Subcontract and Supplier agreements that Subcontractor and Supplier is obligated to accept contingent assignment.

**Section 22. Change Order.** County, without invalidating this Agreement, may order in writing changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions to the Work, which may or may not require adjustment of the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this Agreement. There shall be no increase in price or change in the scope of work described in this Agreement without a 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. Acceptance of the Change Order and any adjustment in the estimated Cost of the Work or the date of Final Completion shall not be unreasonably withheld. Contractor shall not be obligated to perform changes in the Work until the County approves a Change Order.

**Section 23. 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 24. Compliance With Laws.** Contractor shall comply with all Laws at its own costs. Contractor shall be liable to County for all loss, cost, and expense, attributable to any acts or omissions by Contractor, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. To the extent applicable, Contractor shall comply with C.R.S. § 8-17-101 regarding the employment of Colorado labor on the project, and to the extent Contractor can establish a waiver under that statute, shall reimburse County to the extent permitted by law with regarding to posting notice regarding such labor.

**Section 25. Safety of Persons and Property.** Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

a. Contractor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

1. its employees, Subcontractors, employees of Suppliers, County personnel, visitors and other persons at the Worksite;
2. materials, supplies, and equipment stored at the Worksite; and
3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

b. *Safety Representative.* Contractor shall designate an individual at the Worksite under the direction and control of Contractor who shall act as Contractor's designated safety

representative with a duty to ensure Contractor's compliance with this Section. Unless otherwise identified by Contractor in writing to County, the designated safety representative shall be Contractor's project superintendent. Contractor will report promptly in writing to County all recordable accidents and injuries to persons or property occurring at the Worksite. When Contractor is required to file an accident report with a government agency or department pursuant to the Law, Contractor shall furnish a copy of the report to County.

c. Contractor shall provide County with copies of all notices required of Contractor by Law. Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

d. If County deems any part of the Work or Worksite unsafe, County, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures acceptable to County in its sole discretion, or both. If Contractor does not adopt corrective measures, County may perform them and reduce by the costs of the corrective measures the amount of the Original Contract Amount. Contractor agrees to make no claim for damages, compensation based on Contractor's compliance with County's reasonable request under this subparagraph.

e. Contractor shall promptly remedy damage or loss which arises from the Work to the extent caused by the negligent or intentionally wrongful acts or omissions of Contractor, or anyone for whose acts Contractor may be liable, including but not limited to Subcontractors, except Contractor is not required to remedy such damage or loss that is attributable to acts or omissions of County or anyone for whose acts County may be liable.

f. In any emergency affecting the safety of persons or property, Contractor shall act in a reasonable manner to prevent threatened damage, injury, or loss.

g. Contractor shall take all reasonable steps to protect the Project from damage due to inclement weather, including but not limited to snow removal.

**Section 26. Materials Brought to Worksite.** Whether obtained by Contractor, Subcontractors, County, or Others, Contractor is responsible to make Safety Data Sheets ("SDS") pertaining to materials or substances used or consumed in the performance of the Work available to County and Subcontractors, unless this requirement is waived by County. Contractor shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Contractor. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses arising out of or relating to the delivery, handling, application, storage, removal, and disposal of materials and substances brought to the Worksite by Contractor. This paragraph shall survive the completion of the Work or Agreement termination.

**Section 27. Hazardous Materials.** Contractor shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by County as certified by an independent testing laboratory and approved by the appropriate governmental agency, so long as the introduction of such Hazardous Material at the Worksite was not due to any action or inaction by Contractor. If, after

commencing the Work, Hazardous Material is discovered at the Project, Contractor shall be entitled to immediately stop Work in the affected area. Contractor shall promptly report the condition to County and, if required, the governmental agency with jurisdiction. Contractor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Unless the introduction of such Hazardous Material at the Worksite was due to any action or inaction by Contractor, County shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Unless the introduction of such Hazardous Material at the Worksite was not due to any action or inaction by Contractor, such measures shall be the sole responsibility of County, and shall be performed in a manner minimizing any adverse effect upon the Work. If the introduction of a Hazardous Material was due to an action or inaction by Contractor, then Contractor will be solely responsible for such testing and remediation.

**Section 28. Additional Worksite Rules.**

a. 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 cooperation with Others, Subcontractors or Suppliers.

b. At the completion of the Work, Contractor shall remove or have removed from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris. 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.

c. Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials.

d. Contractor shall engage in all reasonable efforts to mitigate, minimize and confine dust, noise and debris resulting from construction activities at the Worksite.

**Section 29. Suspension by County for Convenience.** County may order Contractor in writing to suspend, delay, or interrupt all or any part of the Work without cause for its convenience. Should such suspension last more than ninety (90) Days, Contractor may terminate this Agreement pursuant to Section 11: Termination.

**Section 30. Assignment.** Contractor shall not 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 31. Nondiscrimination.** The Contractor shall 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 C.R.S. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Laws concerning non-discrimination.

**Section 32. Ethics.** Consistent with Colorado law, including but not limited to C.R.S. § 24-18-101 et seq., each Party shall avoid conflicts of interest and promptly disclose to the other Party any conflicts of interest. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Design Professional, Subcontractors, Suppliers, or Others to secure preferential treatment.

**Section 33. 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 34. Waiver.** Either Party's failure to insist upon any performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right. No express 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 35. Titles.** The titles given to the articles and sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

**Section 36. 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 37. Drawings/Data.** To the extent included in the Work or necessary to complete the Project, Contractor shall prepare and submit to County a quantity of work per road painted.

**Section 38. Ownership Of Tangible Documents.** County shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data (including in its native format such as Autocad), and information ("Documents") prepared,

provided, or procured by Contractor, Subcontractors, or consultants and distributed to County for this Project, upon Final Payment to Contractor or, in the event of termination, upon payment for all sums payable and due to Contractor under this Agreement.

**Section 39. Use of Documents in Event of Termination.** In the event of a termination of this Agreement pursuant to its terms, County shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright.

**Section 40. County's Use Of Documents After Completion of Project.** After completion of the Project, County may reuse, reproduce, or make derivative works from the Documents for all purposes, including but not limited to the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite.

**Section 41. 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. Should the County prevail in any action to enforce the terms of this Agreement, it shall be awarded its reasonable attorneys' fees, expenses and costs. Contractor 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 42. 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 43. No Construction Against Drafter.** The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

**Section 44. Entirety.** The Contract Documents constitute 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 case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) Exhibit A to this Agreement; (d)



**EXHIBIT A to Agreement between the County and Stripe A Lot.**  
2025 Road Painting

1. **Scope of Work.** The Contractor hereby agrees to and accepts responsibility to perform the following Work: RFP and RFP response.

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control. Further, in the event of any conflicts between this Exhibit A and the Agreement itself, the Agreement itself 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, subject to Section 4 “Non-Appropriation”, 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. If extensions are agreeable between both parties, pricing increases, if any, shall not under any circumstances exceed three percent (3%) per year of the original contracted value. Continuation of the Agreement beyond the initial period is at the sole discretion 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:

- 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 \$140,000.

5. **Additional Insurance Requirements.**

Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand (\$1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand (\$1,000,000) each occurrence and aggregate. **Check box if required only.**

Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One Million Dollars (\$1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

**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:



P.O. Box 1957  
 Montrose, CO 81402  
 Ph. (970)-249-7588  
 Fax (970)-249-9199

# Estimate

Date	Estimate #
4/29/2025	1179

Name / Address
Gunnison County 195 Basin Park Dr. Gunnison, CO 81230

P.O. No.	Project

Description	Qty	Cost	Total
This attachment is for the 2025' Road Painting Services RFP - Gunnison County, CO.			
- Regular Build/Low temp Waterbase Paint - Yellow & White per foot/per line * Striping amounts for this bid were figured by using the following formula: 1) 4.5 (Mileage for CR 10) x 5,280' = 23,760' x 2 stripes = 47,520' x .15 cents per line = \$7,128.00		0.15	0.15
- High Build Waterbase Paint - Yellow & White per foot/per line * Striping amounts for any roads needing this product would be figured in the same way at .20 per foot/per line, example: 1) 4.5 (Mileage for CR 10) x 5,280' = 23,760' x 2 stripes = 47,520' x .20 cents per line = \$9,504.00		0.20	0.20
- Epoxy paint - Yellow & White per foot/per line * Striping amounts for this bid were figured by using the following formula: 1) 1.7 (mileage for CR 317) x 5,280' = 8,976' x 2 stripes = 17,952' x .60 cents per line = \$10,771.20		0.60	0.60
Mobilization (Stripe A Lot, Inc. agrees to meet the July 4th deadline and will continue to work with scheduling according to Gunnison County)	2	1,500.00	3,000.00
NOTES: 1) All roads requiring Waterbase Paint were estimated using Regular Build/Low temp paint (With Reflective beads) 2) All roads requiring Epoxy Paint were estimated using Modified Epoxy (With Reflective beads)			
Please contact Denise or Dave with any questions/concerns at 970-249-7588. Thank You *Stripe A Lot, Inc. is a Local, Woman and Veteran owned company*			
			<b>Total</b>

E-mail
stripealotinc@msn.com

Road Painting  
2025

.15

Mileage	Road Number	Road Name	Paint Color	Comments
4.5	10	Walker	Yellow	\$ 7128
4.5	10	Walker	White	7128
5.5	3	Marble	Yellow	8712
5.5	3	Marble	White	8712
.5	32	McCabe	Yellow	792
.5	32	McCabe	White	792
.3	72	Tomichi Heights	Yellow	475
4	17	Antelope	Yellow	6336
4	17	Antelope	White	6336
1	11	Ponderosa	Yellow	1584
1.5	34 A&B	Fairway/Tomichi	Yellow	2376
1.5	34 A&B	Fairway/Tomichi	White	2376
.3	38B	Basin Park	Yellow	523
.3	38B	Basin Park	White	523
.2	51	Screwdriver	Yellow	317
2.4	811	Washington Gulch	Yellow	3802
2.4	811	Washington Gulch	White	3802
1.5	9305&9305A	Meridian Lake	Single Yellow	1188
5	38	Gold Basin	Yellow	7920
5.6	38	Gold Basin	White	8870
			=	79692





**Attention: Martin W. Schmidt**  
**Assistant County Manager for Public Works**  
**Gunnison County, Colorado**

**RFP – 2025 Road Painting Services**

We are very interested in continuing our partnership with Gunnison County on this year's striping project. Our company has been proudly serving Gunnison County since 2005, providing pavement marking services for the past 19 years. Over that time, we have developed a strong knowledge of the county's road system and built excellent working relationships with the Road and Bridge Department.

Our experience allows us to complete projects efficiently and with minimal instruction, helping to make the process easier and smoother for everyone involved. We have been in business since July 2005, are well-established, professional, and have a proven record of fair pricing and high-quality work. Our crew takes great pride in their work, treating every project with the care and attention it deserves.

We hope to continue serving Gunnison County for many years to come and value the opportunity to contribute to the maintenance and improvement of the county's roadways.

Sincerely,



Denise C. Allison

President/Owner

Stripe A Lot, Inc.

## Stripe A Lot, Inc. Statement of Qualifications

Submitted by: Stripe A Lot, Inc. - P.O. Box 1957, Montrose Co 81402 - 970-249-7588

Name of Project: Gunnison County 2025 Road Striping Services

### Organization:

Stripe A Lot, Inc. is a **woman** and **veteran** owned Colorado Corporation.

Incorporated – JULY 8, 2005

President/Owner: Denise C. Allison – [stripealotinc@msn.com](mailto:stripealotinc@msn.com) – cell - 970-275-9102

Vice President/Owner: David P. Allison – [stripealotinc@msn.com](mailto:stripealotinc@msn.com) – cell - 970-275-9103

### Experience:

1 ATSSA Colorado Certified Traffic Control Technicians & 1 ATSSA Colorado Certified TCS

20 years' Experience - Pavement Marking/Thermo/Removal: Various cities/counties/towns/metro districts throughout the state of Colorado.

No judgements, claims, arbitration proceeding or suits pending or outstanding against our organization or its officers.

### Trade References:

Ennis-Flint, Potters Industries, EZ-LINER Industries, EnDISys, MRL

### Warranty:

Stripe A Lot, Inc., will guarantee the quality of the paint products and reflective beads on the Gunnison County roads for 1 year from the date the job is completed. Apart from the corners of roads where there are excessive amounts of traffic.

Denise C. Allison, President/Owner

Stripe A Lot, Inc.

STRIPE A LOT, INC.

***References:***

City of Montrose: Nik Pridy (970) 240-1443

Montrose County: Sean Tafoya (970) 249-5423

Rio Blanco County: Clint Chappell (970) 878-9590

Gunnison County: Sparky Casebolt (970) 209-7919

Moffat County: Bruce White (970) 824-3211

City of Glenwood Springs: Matthew Langhorst (970) 384-6438  
Jake Swindell (970) 384-6372

*\*Additional references available upon request*



**PHILADELPHIA  
INSURANCE COMPANIES**

**BID OR PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we,

Stripe-A-Lot, Inc.

of PO Box 1957, Montrose, CO 81402

(hereinafter called the Principal) as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, with its principal office at One Bala Plaza, Suite 100 in the City of Bala Cynwyd, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto

Gunnison County

of 195 Basin Park Dr., Gunnison, CO 81230

(hereinafter called the Obligee) in the penal sum of

5 Percent of Amount Bid

Dollars\$\_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated May 2, 2025 for

2025 Road Paint Sevices

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: May 2, 2025

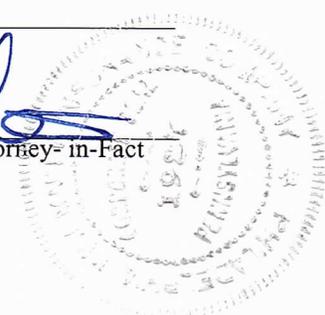
Stripe-A-Lot, Inc.

(Principal)

By: Denize C. All President

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: Burton J. Hamilton Attorney-in-Fact



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Burton J. Hamilton, Darren Coltrinari, Diane Kane, Kathryn Sweet of Home Loan Insurance, A division of Moutain West Insurance & Financial, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.



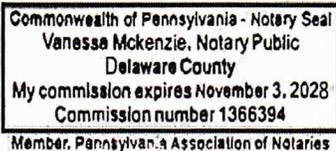
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa mckenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2<sup>nd</sup> day of May, 2025



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



**Request for Proposals  
(RFP)**

**2025 Road Painting Services**

**A Public Improvement Project in  
Gunnison County, Colorado**

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## Section I. Summary Introduction

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### **Introduction**

Gunnison County is seeking a qualified, experienced, and creative firm to paint centerlines and edge lines in Gunnison County on its roads. Centerlines have been called the most substantial improvement to road safety in history, and we are committed to maintaining our road striping within budget. Our roads vary from 2-lane rural roads to wide and municipal adjacent roads and subdivisions. Our highest traffic road is only 3 miles long but sees up to 8,000 cars per day.

Gunnison County wants to be a supportive and collaborative owner of this contract. The successful delivery of road striping is important to the annual safety and maintenance of the public roadways.

Responses to this Request for Proposal (RFP) will be used to identify a qualified contractor to lead or support this project.

## **Section II. Project Scope**

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### **Project Description:**

- The roads to be painted are rigid pavement or chip seal.
- All roads have an existing centerline stripe or markers to use as a template.
- Not all roads will have a white stripe due to the condition of the outside edge of the asphalt.
- The majority of miles of centerline will be double yellow with minimal passing lanes.
- Gunnison County will broom the roads prior to striping.
- The Contractor will be responsible for all aspects of paint, glass beads, application, and traffic control.
- Roads may be in any area of Gunnison County, but are generally concentrated around Gunnison and Crested Butte. A list outlining the anticipated 2025 work is attached.
- Painting will typically require two mobilizations to accommodate asphalt work being done by Gunnison County.
- Gunnison County expects work to comply with CDOT Highway Specifications, Section 627 – Pavement Markings, unless otherwise specified in writing. All lines will be four inches wide.
- Gunnison County is requesting prices for Water Based, medium build paint and two-part epoxy paint.
- Overnight parking accommodation during the County Road striping project can be arranged in advance in Gunnison or Crested Butte.
- Bid selection shall be al la carte, where Gunnison County selects options based on budget and need. Prices are expected to be expressed on a per foot basis.
- Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction (striping).
- Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- Contractor shall at all times maintain good discipline and order at the Site.
- Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.



### **Section III. Process**

#### **Project Objectives:**

Gunnison County would like to provide centerline and edge line paint annually to about 50% of the road network. The County would like the annual painting list to be completed before the July 4<sup>th</sup> holiday weekend. We want to protect the integrity of the paint and provide a finished product that is compliant with the CDOT S-627 plans unless specifically noted. Gunnison County will specify the type of paint and painting patterns as needed before the project commences.

## Section IV. Submission Requirements

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The County shall not be liable for costs incurred in the preparation of a response to this RFP or in conjunction with any presentation associated with the response to this RFP. Submission packages should include an electronic version of the proposal in PDF format. Gunnison County welcomes a creative response to the RFP in any format that best expresses the proposal. Firms submitting responses to this RFP solicitation must provide the following information and materials.

### **Interest:**

In a brief statement, indicate your interest in the project and our organization.

### **Experience and Professional Qualifications:**

In order to assess the capability of the contractor to carry out a quality event, please provide the following information.

- The status of the organization (partnership, corporation, etc.).
- Identification of any principals, partners, and subcontractors that would participate in the deliverable process, the nature of each participant's role, and a summary of relevant experience of all key participants.
- Past experience summary - identification of road striping projects, including location, scale, date completed, local references, and other relevant factors.
- Any material which further identifies experience or qualifications of the contractor.

### **Budget**

All Contractors shall provide a pricing schedule that clearly explains how the County will be charged for the proposed services and an explanation of how unanticipated costs will be managed for the project. The County expects to be able to understand the total cost and the cost per linear foot for each type of deliverable.

### **Timeline**

The County anticipates this project will occur multiple days during the calendar year of the contract, to be coordinated with the County. Painting is constrained by weather and any agreed upon schedule can be modified to ensure project success. Delivery of needed supplies shall occur during the week prior and pickup occurring during the following business week. If this timeline is not acceptable, please provide your own schedule with ample justification for the proposed timeline.

### **Contractor Point of Contact:**

Please identify the person in your organization who will serve as the point of contact, including name, email, address, and telephone.

### **Proposal:**

## Request for Proposals

Contractors' proposals must include responses to all requirements contained within the Objectives Section of this RFP. By submitting a proposal, your firm agrees to all applicable provisions, terms, and conditions associated with this RFP. This RFP, your submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

### **County Contact:**

Questions generated by respondents and subsequent answers by the owner will be answered and posted on the County website at: <https://www.gunnisoncounty.org/Bids.aspx>. The County will answer questions from potential respondents only in writing, no verbal responses shall be considered binding. All such questions and the County's answers will be provided by numbered addendum, by email and by public publishing. Please email questions to: Martin Schmidt, Assistant County Manager for Public Works, at: [mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org) Please allow 2-3 work days for responses. No answers will be provided after April 30th.

A **question and answer meeting** will be hosted on Microsoft Teams on **April 22nd at 1pm**. Please contact Martin Schmidt for the meeting details and login information.

All proposals must be submitted digitally to:

Assistant County Manager for Public Works  
Martin W. Schmidt [mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org)

**Proposals must be received no later than 4 pm on May 2<sup>nd</sup>.**

## **Section V. Evaluation Criteria and Review Process**

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In addition to the qualifications of the contractor team, the evaluation of each proposal will be based on the degree to which the proposal meets the objectives outlined in this RFP. Representatives of Gunnison County will assess the degree to which each proposal meets the requirements and responds to the preferences stated herein. The County reserves the right to reject any or all proposals. The proposal or proposals viewed most favorably may be asked to present their proposal in person or virtually and participate in discussion with representatives of Gunnison County about their proposal. A contractor may then be selected and a contract may be offered. The County reserves the right to consider alternatives, to waive irregularities, to re-solicit, or reject all proposals on both an individual and general basis.

### **Evaluation Criteria (CRS 24-93-106):**

- a) Price
- b) Design and technical approach to the project
- c) Past Performance and experience
- d) Project management capabilities, including financial resources, equipment, management

## Request for Proposals

personnel, project schedule, and management plan

- e) Craft labor capabilities, including adequacy of craft labor supply and access to federal or state-approved apprenticeship programs, if available

*f) Supplemental Criteria*

Contractors should expect that submitted proposals would be public documents unless arrangements are made in advance for confidential financial information or other information which may be protected by state law. Bid tabulation that includes the Company name and “Not To Exceed” price will be publicly available without a CORA request.

Final selection authority rests with Gunnison County.

Any resultant contract shall be awarded with reasonable promptness by appropriate notice to the best-value bidder, which may not necessarily be the lowest-price bidder. The department director is authorized to attempt to negotiate an adjustment of the price and/or the Scope of Work with one or more of the bidders.

## **Section VI. General Conditions**

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### **Reserved Rights:**

The County reserves the right to:

- Modify or terminate the selection process or contract at any time;
- Waive minor irregularities;
- Reject any and/or all responses to this RFP and to seek new proposals when it is in the best interest of the County to do so;
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response;
- Request any additional information or evidence from individual respondents, including but not limited to financial status;
- Judge the respondent's written or oral representations as to their veracity, substance and relevance, including seeking and evaluating independent information on any contractor team members;
- Incorporate this RFP and the selected team's response to this RFP as a part of any formal agreement between the County and the respondent;
- Modify the development opportunity available to potential development teams.
- Require the use of the County Standard Professional Services Agreement for contract terms.

### **Hold Harmless:**

By participation in this RFP process, contractors agree to hold harmless Gunnison County their officers and employees from all claims, liabilities and costs related to all aspects of the contractor selection process.

### **Bid Bonds:**

Pursuant to C.R.S 38-26-105, all contractors involved in public works projects that are greater than \$50,000 are required to provide a bid bond equal to five percent (5%) of the bid amount presented with the bid.

### **Payment Bonds:**

Pursuant to C.R.S 24-105-202, all contractors involved in public works projects that are greater than \$50,000 are required to provide a payment bond, ensuring payment in accordance with the conditions outlined by Colorado law. A payment bond satisfactory to the state, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the state, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to fifty percent (50%) of the price specified in the contract.

### **Performance Bonds:**

Pursuant to C.R.S 24-105-202, all contractors involved in public works projects that are greater than \$50,000 are required to provide a bond to secure the performance of their work for one year from the completion of the contract scope. A performance bond satisfactory to the state, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the state, in an amount equal to fifty percent (50%) of the price specified in the contract is required.

## Request for Proposals

### **Retainage:**

Pursuant to C.R.S 24-91-103, all contractors involved in public works projects that are greater than \$150,000 (if applicable) are required to provide a retainage of five percent (5%) of the total contract price or monthly pay application to the County. Once the prime contract or monthly pay app has been completed and accepted by the public entity, retainage must be released to the prime contractor within sixty (60) days.

### **Public Information:**

All documents, conversations, correspondence, etc. between the County and respondents are public information subject to the laws and regulations that govern Gunnison County, unless specifically identified otherwise.

### **Expenses:**

All expenses related to any contractor's response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that contractor

We appreciate your interest and look forward to reviewing the proposal from you.

**Road Painting  
2025**

<b>Mileage</b>	<b>Road Number</b>	<b>Road Name</b>	<b>Paint Color</b>	<b>Comments</b>
4.5	10	Walker	Yellow	
4.5	10	Walker	White	
5.5	3	Marble	Yellow	
5.5	3	Marble	White	
.5	32	McCabe	Yellow	
.5	32	McCabe	White	
.3	72	Tomichi Heights	Yellow	
4	17	Antelope	Yellow	
4	17	Antelope	White	
1	11	Ponderosa	Yellow	
1.5	34 A&B	Fairway/Tomichi	Yellow	
1.5	34 A&B	Fairway/Tomichi	White	
.3	38B	Basin Park	Yellow	
.3	38B	Basin Park	White	
.2	51	Screwdriver	Yellow	
2.4	811	Washington Gulch	Yellow	
2.4	811	Washington Gulch	White	
1.5	9305&9305A	Meridian Lake	Single Yellow	
5	38	Gold Basin	Yellow	
5.6	38	Gold Basin	White	





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

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**Agenda Item:** Grant Application; Colorado Perinatal Care Quality

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**Action Requested:** Other Grant Application Approval

**Parties to the Agreement:** CPCQC

**Term Begins:** July 1 2025

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS would like to apply to the Colorado Perinatal Care Quality Collaborative (CPCQC) for their IMPACT BH grant funding to be the Community Lead. gathering stakeholders to improve perinatal behavioral health systems (\$20,000). as well as apply to provide perinatal navigation services in

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/28/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/29/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/29/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

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# IMPACT BH: Request for Proposals - Community Lead

**Purpose:** The Colorado Perinatal Care Quality Collaborative (CPCQC) and the Colorado Behavioral Health Administration (BHA) are seeking to fund a Community Lead to partner with CPCQC to strengthen local perinatal behavioral health systems through improved communication, coordination, and trust. The upcoming grant period is from July 1, 2025 - June 30, 2026.

Community leads may be local community-based organizations, peer support providers, outpatient clinics, birthing hospitals, public health agencies, community leaders, people with lived and/or living experience, or any other entity able and willing to meet role requirements. Relevant community leads will:

- Have pre-existing relationships, or demonstrated ability to form responsive relationships, with partners across the local perinatal continuum of care. Community lead local connections will include but are not limited to: people with lived and/or living perinatal mental health and/or substance use experience; peer support organizations; community-based organizations serving uninsured, under-insured, and/or Medicaid-eligible patients; outpatient clinics serving mothers, infants, and families; birthing hospitals; county-level policymakers, funders, and or/agencies
- Seek to partner with CPCQC to lead convenings to advance local perinatal mental health and substance use goals
- Seek to partner with CPCQC to promote communication, coordination, and trust across the local perinatal mental health continuum of care
- Have demonstrated ability to assess and communicate local service delivery gaps, strengths, and opportunities to improve perinatal behavioral health

However, CPCQC understands that interested community lead partners may not meet all desired qualities. Please tell us more about your organization and the extent-to-which your organization aligns our program. We encourage all interested parties to apply even if they do not meet all desired qualities.

*Note:* If your organization is responding the Perinatal Navigation RFP, you do not need to fill out the Community Lead RFP. There is space to indicate interest in the Community Lead role in the CBO RFP.

To learn more about the IMPACT BH program, click here to access the [Fact Sheet](#) and [Case Study](#)

**Application Details:** The RFP will be open until June 13, 2025. All applications must be submitted by Friday, June 13 at 5:00pm MT to be considered. CPCQC will follow-up with all applicants.

**Grant Details:** The project period is targeted to begin on July 1, 2025 and run through June 30, 2026. Interested individuals may request up to \$20,000 per IMPACT BH county served.

**Application Guidelines:** Please answer each question to the best of your ability. To submit additional supporting documents (narratives, budgets, etc.), please reference "IMPACT BH RFP" in the subject line of an email to [aboral@cpcqc.org](mailto:aboral@cpcqc.org)

**Questions?** Contact Aly Boral, CPCQC Integrated Care Program Manager, at [aboral@cpcqc.org](mailto:aboral@cpcqc.org) [margaretwacker@gmail.com](mailto:margaretwacker@gmail.com) [Switch account](#)

The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

\* Indicates required question

Email\*

[mwacker@gunnisoncounty.org](mailto:mwacker@gunnisoncounty.org)

Organization (and department if applicable)

Gunnison County Health and Human Services

Key contact name(s)

Margaret Wacker

Melissa Oliver

Please indicate which county(ies) you are interested in supporting as a Community Lead (select all that apply)

Gunnison County

Tell us about yourself and/or your organization. How do you/your organization work to support pregnant and postpartum women and their families?

We have several programs that work to support pregnant and postpartum individuals and their families:

- 1) Home-visiting programs, such as Nurse Family Partnership and Parents as Teachers programs.

- 2) The Multicultural Resource Services team provides Spanish speaking health navigation services to immigrants in the community. This includes enrollment in Medicaid, OmniSalud, and help with basic needs, such as food, housing, child care and diapers.
- 3) The Early Childhood Council is housed within our organization and helps to fund the Health Navigators. The council is focused on child care access, but works across systems to improve health and well-being of children age 0 – 5.
- 4) We are the safety net provider in our community for clinical services including Family Planning and Immunizations. These services include public health nurses who work with families to help them access health care.
- 5) We do the care coordination for the RAE for our county, with in-house care coordinators who work with families on Medicaid.
- 6) We are the organization in our community that processes eligibility for Medicaid, Food Assistance, TANF, Child Care Assistance Program and other programs for low-income individuals.

Tell us about your/your organization's local partnerships. How do you/your organization currently engage with a diversity of partners across your local perinatal continuum of care? Relevant partnerships may include but may not be limited to:

- People with lived and/or living perinatal mental health and/or substance use experience
- Peer support organizations
- Community-based organizations serving uninsured, under-insured, and/or Medicaid-eligible patient
- Outpatient clinics serving mothers, infants, and families
- Birthing hospitals
- County-level policymakers, funders, and or/agencies

Our organization hosts several coalitions including organizations and community members across the local perinatal continuum of care. We host our local Early Childhood Council, which includes the local birthing hospital (which is a peer support organization), community-based organizations serving the perinatal population, and early childhood providers. We also currently have a Child Abuse Prevention coalition that includes family and child serving organizations, such as the local pediatrician. We also host our local Community Health Coalition, which is a partnership between Health and Human Services, Juvenile Services, the local hospital, Western

State Colorado University, the City of Gunnison, and local non-profits to address health and wellness, including a focus on wellness, sense of belonging, and workforce supports.

We also participate in the GRASP consortium, which is formed to address prevention, treatment and recovery of opioid use. This group has people of lived experience as members, peer support organizations and representation from the local behavioral health system and local providers.

**Tell us about your/your organization's experience planning, implementing, and assessing local convenings focused on gaps in care, social determinants of health, behavioral health, and/or infant and maternal health solutions.**

Our organization has led local convenings, such the Early Childhood Council, the Community Health Coalition, and the Child Abuse Prevention Leadership group, as well as participated on other groups' efforts. These groups are typically based on first a gaps analysis and then a strategic plan based on the data and community needs. We do work on social determinants of health and behavioral health, as those are some of our communities' most pressing needs. Infant and maternal health solutions have been a focus of both the Early Childhood Council and the Child Abuse Prevention project that we currently have.

**Tell us about your community engagement experience. How have you/your organization worked to promote local communication, coordination, and trust across a diversity of partners?**

We work well with our partners in the community with a long history of partnerships, coalitions, and joint projects. We have been able to engage with parents and people with lived experience on our Early Childhood Council. We seek input through community surveys and parent surveys, as well as through individual meetings.

Our Community Health Coalition has done great work engaging with community based organizations and has a broad group who come together to meet the health needs of the community.

We have a great Multicultural Resource Services team that has built trust among Spanish speakers. When we hold events for Spanish speakers, we're able to gather input and share in leadership opportunities. The home visitation program, Parents As Teachers, has also been a great way to engage with parents and build relationships.

**Tell us about your assessment and evaluation experience. How have you/ your organization worked to assess local needs, strengths, and opportunities?**

We do gaps analysis for our regional health assessment and for grant projects frequently. Our most recent public health assessment analyzed social determinants of health regionally. We also recently did a deep dive into behavioral health, completing a Behavioral Health Landscape analysis, which used key stakeholder interviews and secondary data to paint a detailed picture of behavioral health in our region, which informed an updated Public Health Improvement Plan for

the region. This analysis and planning process identified increased access to navigation as a key strategy. Also, the Early Childhood Council does strategic planning every 3 years and we gather information from stakeholders on infant and maternal health solutions.

Applicants may request up to \$20,000 per IMPACT BH county served. Please attach a draft budget and budget narrative.

Note: At this time, IMPACT BH is not able to fund services that address social determinants of health (emergency assistance, food, and housing).

Upload up to 5 supported files. Max 100 MB per file.

[Add file](#)

At this time, IMPACT BH operates funding through a reimbursement model. Participants submit monthly invoices to CPCQC and are reimbursed within 45 days.

Please indicate if this funding structure works for you/your organization.

Yes

No

Unsure

IMPACT BH asks program participants to support program evaluation efforts. At this time, at a high-level, we ask the Community Lead to help us assess the extent-to-which IMPACT BH helps:

- Strengthen relationships with local community-based organizations, outpatient clinics, hospital system(s), government agencies, funders, and/or community members
- Improve local perinatal continuum of care communication, coordination, and trust
- Address local perinatal behavioral health gaps
- Elevate local perinatal behavioral health solutions

Please describe the extent-to-which you/your organization, provided funding, would be able and interested to help CPCQC evaluate IMPACT BH based on the outcomes listed above? (Note: Community Leads can help inform exact measurement and reporting processes)

Our organization would be interested and able to help with evaluation efforts of the above outcomes.

What else would you like to share with us?

## BUDGET FORM IMPACT BH

APPLICANT:

**Gunnison County Health and Human Services**

**July 1 2025 - June 30 2026**

PROJECT TITLE:

**Community Based Navigation Services**

SOURCE OF FUNDS

CPCQC

**PERSONAL SERVICES**

Name	Position	FTE %Effort	Monthly Salary	Monthly Benefits	# of Months			
Margaret	Community Health M	0.05	\$9,407.00	\$3,000.00	12.0	\$ 7,444		
Shonna Gray	PAT home visiting	0.03	\$8,868.00	\$2,426.00	12.0	\$ 3,388	\$ -	\$ -
Melissa	Harm Reducation N	0.03	\$7,851.00	\$2,070.00	12.0	\$ 3,572	\$ -	\$ -
<b>Subtotal Personal Services</b>		<b>0.11</b>				<b>\$ 14,404</b>		<b>\$ -</b>

**OPERATING EXPENSES**

	Unit	Quantity	Rate			
Copying	Month	500.00	\$ 0.08	\$ 40	\$ -	\$ -
Postage/Shipping		0.00	\$ 0.46	\$ -	\$ -	\$ -
Consumable Supplies		75.00	\$ 1.00	\$ 75	\$ -	\$ -
Computer Costs		0.00	\$ 30.00	\$ -	\$ -	\$ -
		0.00	\$ 25.00	\$ -	\$ -	\$ -
Other Program Cost	food	8.00	\$ 265.00	\$ 2,120	\$ -	\$ -
<b>Subtotal Operating Expenses</b>				<b>\$ 2,235</b>	<b>\$ -</b>	<b>\$ -</b>

**TRAVEL**

	Unit	Quantity	Rate			
Mileage	Mile	400.00	\$ 0.70	\$ 280	\$ -	\$ -
Lodging	day	0.00	\$ 140.00	\$ -	\$ -	\$ -
Meals/Per Diem	day	1.00	\$ 81.00	\$ 81	\$ -	\$ -
Other Travel				\$ -	\$ -	\$ -
<b>Subtotal Travel Costs</b>				<b>\$ 361</b>		<b>\$ -</b>

**CONTRACTUAL**

	Unit	Quantity	Rate			
	Hour	0.00	\$ 100.00	\$ -	\$ -	\$ -
	Hour	0.00	\$100	\$ -	\$ -	\$ -
	Hour	0.00	\$ 300.00	\$ -	\$ -	\$ -
<b>Subtotal Contractual Costs</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**OTHER COSTS**

	Unit	Quantity	Rate			
Stipends for Workgroup Participants	1	6.00	\$ 500.00	\$ 3,000	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
<b>Subtotal Other Costs</b>				<b>\$ 3,000</b>	<b>\$ -</b>	<b>\$ -</b>

**TOTAL DIRECT COST:**

	CPCQC	Source 1	Source 2
	\$ 19,999.96	\$ -	\$ -
	\$ -		
	\$ -		
<b>Total Indirect Cost (Calculated on Amount Requested from CDPHE Only)</b>	<b>\$ -</b>		

**TOTAL AMOUNT**

**\$ 20,000**

\*Other: Please indicate additional funding sources if applicable.

<b>APPLICATION BUDGET FORM</b>									
<i>Cancer, Cardiovascular Disease and Pulmonary Disease Competitive Grants Program</i>									
<b>APPLICANT:</b>		<b>XYZ Health Center</b>				<b>July 1, 2010 - June 30, 2011</b>			
<b>PROJECT TITLE:</b>						<b>Chronic Disease Education and Risk Factor Reduction</b>			
		Requested		Other Source*					
		CDPHE		Source 1		Source 2			
PERSONAL SERVICES		FTE	Monthly	Monthly	# of				
Name	Position	%Effort	Salary	Benefits	Months		If applicable, funding source name	If applicable, funding source name	
Dr. Cure	Principal Investigator	0.05	\$14,000.00	\$3,500.00	12.0	\$ 10,500	\$ -	\$ -	
Jane Doe, RN	Project Manager	0.33	\$6,100.00	\$1,525.00	12.0	\$ 30,195	\$ -	\$ -	
To be Named	Health Educator	2.00	\$2,833.33	\$708.33	12.0	\$ 85,000	\$ -	\$ -	
To be Hired	Admin. Support	0.50	\$2,500.00	\$625.00	11.0	\$ 17,188	\$ -	\$ -	
		0.00	\$0.00	\$0.00	0.0	\$ -	\$ -	\$ -	
		0.00	\$0.00	\$0.00	0.0	\$ -	\$ -	\$ -	
<b>Subtotal Personal Services</b>		<b>2.88</b>				<b>\$ 142,883</b>	<b>\$ -</b>	<b>\$ -</b>	
OPERATING			Unit	Quantity	Rate				
Copying - chronic disease workbooks for classes			each	1000	\$ 2.18	\$ 2,180	\$ -	\$ -	
Copying - general			Month	12	\$ 20.00	\$ 240	\$ -	\$ -	
Postage/Shipping			Month	12	\$ 20.00	\$ 240	\$ -	\$ -	
Consumable Supplies - Office Supplies			Annual	1	\$ 300.00	\$ 300	\$ -	\$ -	
Consumable Supplies - Glucometer Testing Strips			each	20	\$ 80.00	\$ 1,600	\$ -	\$ -	
Educational Materials			each	1000	\$ 8.00	\$ 8,000	\$ -	\$ -	
Other Program Cost						\$ -	\$ -	\$ -	
<b>Subtotal Operating</b>						<b>\$ 12,560</b>	<b>\$ -</b>	<b>\$ -</b>	
TRAVEL			Unit	Quantity	Rate				
Mileage			Mile	1560	\$ 0.50	\$ 780	\$ -	\$ -	
Lodging			day			\$ -	\$ -	\$ -	
Meals/Per Diem			day	8	\$ 66.00	\$ 528	\$ -	\$ -	
Other Travel						\$ -	\$ -	\$ -	
<b>Subtotal Travel</b>						<b>\$ 1,308</b>	<b>\$ -</b>	<b>\$ -</b>	
CONTRACTUAL			Unit	Quantity	Rate				
Consultant - Translation Services			Hour	100	\$ 30.00	\$ 3,000	\$ -	\$ -	
Contract Trainer/Speaker/Honorarium			Day			\$ -	\$ -	\$ -	
Subcontract - Evaluation			Hour	100	\$ 50.00	\$ 5,000	\$ -	\$ -	
<b>Subtotal Contractual Costs</b>						<b>\$ 8,000</b>	<b>\$ -</b>	<b>\$ -</b>	
OTHER COSTS			Unit	Quantity	Rate				
Patient Care Costs					\$ -	\$ -	\$ -	\$ -	
Screening			per patient	300	\$ 225.00	\$ 67,500	\$ -	\$ -	
Treatment			per patient	5	\$ 15,000.00	\$ 75,000	\$ -	\$ -	
						\$ -	\$ -	\$ -	
<b>Subtotal Other Costs</b>						<b>\$ 142,500</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL DIRECT COST:</b>						<b>\$ 307,251</b>	<b>\$ -</b>	<b>\$ -</b>	
INDIRECT COSTS: 2% Of Contractual				\$8,000.00		\$ 160			
INDIRECT COSTS: 20% Of All Other				\$299,250.50		\$ 59,850			
<b>Total Indirect Cost (Calculated on Amount Requested from CDPHE Only)</b>						<b>\$ 60,010</b>			
<b>TOTAL AMOUNT REQUESTED FROM CDPHE</b>						<b>\$</b>		<b>367,261</b>	

\*Other: Please indicate additional funding sources if applicable.

# IMPACT BH: Request for Proposals - Perinatal Navigation

**Purpose:** The Colorado Perinatal Care Quality Collaborative (CPCQC) and the Colorado Behavioral Health Administration (BHA) are seeking to fund community-based partners providing and/or seeking to provide perinatal (conception through 1 year postpartum) navigation services for rural and frontier counties in Colorado. Previous counties that have already participated in IMPACT BH will not be eligible to participate at this time. The upcoming grant period is from July 1, 2025 - June 30, 2026.

Community-based perinatal navigation partners will work to enhance perinatal behavioral health navigation services. Perinatal navigation may be delivered through a variety of providers, including but not limited to perinatal community health workers, home visitors, doulas, and/or peer support providers. Community-based, grassroots and/or public-health organizations serving uninsured, under-insured, and/or Medicaid-eligible mothers, infants, and families in their local communities are welcome to apply.

**To learn more about the IMPACT BH program, click here to access the [Fact Sheet](#) and [Case Study](#)**

**Application Details:** The RFP will be open until June 13, 2025. All applications must be submitted by Friday, June 13 at 5:00pm MT to be considered. CPCQC will follow-up with all applicants.

**Grant Details:** The project period is targeted to begin on July 1, 2025 and run through June 30, 2026. Interested perinatal navigation partners may request up to \$100,000 per county served. You may apply to serve multiple counties.

**Application Guidelines:** Please answer each question to the best of your ability. To submit additional supporting documents (narratives, budgets, etc.), please reference "IMPACT BH RFP" in the subject line of an email to [aboral@cpcqc.org](mailto:aboral@cpcqc.org)

*IMPACT BH is provided by Colorado Perinatal Care Quality Collaborative (CPCQC) in partnership with the Colorado Behavioral Health Administration (BHA).*

**Questions?** Contact Aly Boral, CPCQC Integrated Care Program Manager, at [aboral@cpcqc.org](mailto:aboral@cpcqc.org) [margaretwacker@gmail.com](mailto:margaretwacker@gmail.com) [Switch account](#)

The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

\* Indicates required question

**Email\***

Mwacker@gunnisoncounty.org

**Organization (and department if applicable)**

Gunnison County Health and Human Services

**Key contact name(s)**

\*

Margaret Wacker

**Please indicate which county(ies) you are interested in providing perinatal navigation services**

\*

Gunnison and Hinsdale counties

**Tell us about your organization. How does your organization work to support pregnant and postpartum individuals and their families?**

\*

We have several programs that work to support pregnant and postpartum individuals and their families:

- 1) Home-visiting programs, such as Nurse Family Partnership and Parents as Teachers programs.
- 2) Multicultural Resource Services team provides Spanish speaking health navigation services to immigrants in the community. This includes enrollment in Medicaid, OmniSalud, and help with basic needs, such as food, housing, child care and diapers.
- 3) The Early Childhood Council is housed within our organization and helps to fund the Health Navigators. The council is focused on child care access, but works across systems to improve health and well-being of children age 0 – 5.
- 4) We are the safety net provider in our community for clinical services including Family Planning and Immunizations. These services include public health nurses who work with families to help them access health care.
- 5) We do the care coordination for the RAE for our county, with in house care coordinators who work with families on Medicaid.
- 6) We are the organization that processes eligibility for Medicaid, Food Assistance, TANF, Child Care Assistance Program and other programs for low-income individuals.

**Does your organization serve uninsured, under-insured, and/or Medicaid-eligible mothers, infants, and families? If so, please explain.**

\*

Yes the majority of people served by our organization are uninsured, under-insured, and/or Medicaid-eligible.

Does your organization provide bilingual and/or bicultural services? If not, please explain how your organization supports the cultural and linguistic needs of diverse families.

\*

Yes, our organization provides bilingual and bicultural services. We offer bilingual/bicultural Parents As Teachers home visiting, as well as our Health Navigators who are also bilingual/bicultural Spanish speakers.

How would additional funding help your organization provide and/or enhance your ability to provide accessible perinatal navigation services? (May be through community health workers, peer support providers, doulas, home visitors, or other providers)

\*

We would use this funding to help pay for home-visiting, health navigation, doulas at the hospital, and in partnership with other community based organizations. This grant, along with the systems level work of a workgroup will help our services work better together and hopefully get us closer to sustainability.

IMPACT BH helps local communities reduce silos in perinatal behavioral health care. Together, we work to enhance communication, collaboration, and trust across local perinatal continuums of care through shared learning, perinatal continuum of care working groups, and collective action.

Would your team be able and/or interested in participating in these local perinatal behavioral health convenings and system integration efforts?

\*

Yes, given our team has capacity

Not at this time

Maybe, depending on staff capacity

Applicants may request up to \$100,000 per IMPACT BH county served. Please attach a draft budget and budget narrative.

Note: At this time, IMPACT BH is not able to fund services that address social determinants of health (emergency assistance, food, and housing).

\*

Upload up to 5 supported files. Max 100 MB per file.

[Add file](#)

At this time, IMPACT BH operates funding through a reimbursement model. Participants submit monthly invoices to CPCQC and are reimbursed within 45 days.

Please indicate if this funding structure works for your organization.

\*

Yes

No

Unsure

IMPACT BH asks program participants to support program evaluation efforts. At this time, at a high-level, we ask community navigation providers to help us assess the extent-to-which IMPACT BH helps improve:

- Number of perinatal individuals/families served through navigation
- Number and types of perinatal behavioral health referrals
- Number and types of perinatal behavioral trainings for relevant staff
- Staff knowledge about perinatal mental health and substance use, including basic screening and response methods
- If applicable, expansion of local perinatal peer support services

Please describe the extent-to-which your organization would be able and interested to help CPCQC evaluate IMPACT BH based on the outcomes listed above? (Note: Applicants can help inform exact measurement and reporting processes based on CBO capacity and current organizational data evaluation processes)

\*

Yes, we would be able to help with evaluation of these measures above.

IMPACT BH operates through single year federal funding. Federal funding is managed by the Colorado Behavioral Health Administration and disseminated to program partners through the Colorado Perinatal Care Quality Collaborative. At this time, we cannot guarantee multi-year funding to participating communities.

However, we seek to help partners progress towards financial sustainability throughout each grant period.

What types of sustainability resources and technical assistance (TA) would your team be most interested in and able to utilize? Please select all that apply.

\*

Medicaid billing guidance and TA, including billing support for community health workers, peer support providers, and/or doulas

Grant writing guidance and TA

Networking opportunities, including connection to state-level funders

Navigation funding through local Regional Accountable Entities (RAEs)

Other:

If you responded "other," please tell us what other types of sustainability technical assistance and/or training would be helpful for your organization

Your answer

Community-based navigation providers may also serve as community leads for IMAPCT BH. Is your organization interested in learning more about becoming a community lead? If so, please indicate and we will follow up to discuss.

Relevant community leads will:

- Have pre-existing relationships, or demonstrated ability to form responsive relationships, with partners across the local perinatal continuum of care. Community lead local connections across the perinatal continuum of care will include but are not limited to: people with lived and/or living perinatal mental health and/or substance use experience; peer support organizations; community-based organizations; outpatient clinics serving mothers, infants, and families; birthing hospitals; county-level policymakers, funders, and or/ government agencies
- Seek to partner with networks of community members to lead local convenings to advance local perinatal mental health and substance use care and services
- Seek to partner with CPCQC to promote communication, coordination, and trust across the local perinatal behavioral health continuum of care
- Have demonstrated ability to assess and communicate local service delivery gaps, strengths, and opportunities

From July 1, 2025 - June 30, 2056, Community Leads will help CPCQC:

- Assess local perinatal mental health and substance use strengths, needs and opportunities for improvement
- Convene partners across the local perinatal continuum of care to improve system communication, coordination, and trust

- Advocate for local perinatal behavioral health solutions
- Assess system integration improvement throughout the grant period

\*

Yes, we are interested in learning more

No, we are not interested

Unsure

What else would you like to share with us?

Your answer

**BUDGET FORM**  
**IMPACT BH**

APPLICANT:

**Gunnison County Health and Human Services**

**July 1 2025 - June 30 2026**

PROJECT TITLE:

**Community Based Navigation Services**

SOURCE OF FUNDS

CPCQC

**PERSONAL SERVICES**

Name	Position	FTE %Effort	Monthly Salary	Monthly Benefits	# of Months			
Margaret Wacker	Community Health Manager	0.03	\$9,407.00	\$3,000.00	12.0	\$	3,722	
Shonna Gray	Clinical Services Manager	0.03	\$8,868.00	\$2,426.00	12.0	\$	3,388	
Migeeli, Sydney	PAT home visiting	0.30	\$5,385.00	\$1,626.00	12.0	\$	25,240	\$ - \$ -
Mayte, Rosa	Health Navigators	0.25	\$6,066.00	\$2,426.00	12.0	\$	25,476	
Melissa Oliver	Harm Reducation Nurse	0.15	\$7,851.00	\$2,070.00	12.0	\$	17,858	\$ - \$ -
<b>Subtotal Personal Services</b>		<b>0.75</b>				<b>\$</b>	<b>75,684</b>	<b>\$ -</b>

**OPERATING EXPENSES**

	Unit	Quantity	Rate			
Copying	Month	500.00	\$ 0.08	\$	40	\$ - \$ -
Postage/Shipping		0.00	\$ 0.46	\$	-	\$ - \$ -
Consumable Supplies		103.00	\$ 1.00	\$	103	\$ - \$ -
Computer Costs		12.00	\$ 250.00	\$	3,000	\$ -
		0.00	\$ 25.00	\$	-	\$ -
Other Program Cost						\$ -
<b>Subtotal Operating Expenses</b>				<b>\$</b>	<b>3,143</b>	<b>\$ - \$ -</b>

**TRAVEL**

	Unit	Quantity	Rate			
Mileage	Mile	400.00	\$ 0.70	\$	280	\$ -
Lodging	day	1.00	\$ 140.00	\$	140	\$ -
Meals/Per Diem	day	2.00	\$ 81.00	\$	162	\$ -
Other Travel				\$	-	\$ - \$ -
<b>Subtotal Travel Costs</b>				<b>\$</b>	<b>582</b>	<b>\$ -</b>

**CONTRACTUAL**

	Unit	Quantity	Rate			
GVH Doula and Mama's Café	Hour	100.00	\$ 50.00	\$	5,000	\$ - \$ -
TBD CBO Louise Perry	Hour	100.00	\$50	\$	5,000	\$ - \$ -
Trainer TBD	Hour	4.00	\$ 375.00	\$	1,500	\$ - \$ -
<b>Subtotal Contractual Costs</b>				<b>\$</b>	<b>11,500</b>	<b>\$ - \$ -</b>

**OTHER COSTS**

	Unit	Quantity	Rate			
			\$ -	\$	-	\$ - \$ -
				\$	-	\$ - \$ -
				\$	-	\$ - \$ -
				\$	-	\$ - \$ -
<b>Subtotal Other Costs</b>				<b>\$</b>	<b>-</b>	<b>\$ - \$ -</b>

**TOTAL DIRECT COST:**

	CPCQC	Source 1	Source 2
<b>\$ 90,908.70</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

INDIRECT COSTS:	10%	Of Contractual	\$11,500.00	\$	1,150	
INDIRECT COSTS:	10%	Of All Other	\$79,408.70	\$	7,941	
<b>Total Indirect Cost (Calculated on Amount Requested from CDPHE Only)</b>				<b>\$</b>	<b>9,091</b>	

**TOTAL AMOUNT**

<b>\$</b>	<b>100,000</b>
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\*Other: Please indicate additional funding sources if applicable.

<b>APPLICATION BUDGET FORM</b>									
<i>Cancer, Cardiovascular Disease and Pulmonary Disease Competitive Grants Program</i>									
<b>APPLICANT:</b>		<b>XYZ Health Center</b>				<b>July 1, 2010 - June 30, 2011</b>			
<b>PROJECT TITLE:</b>						<b>Chronic Disease Education and Risk Factor Reduction</b>			
		Requested		Other Source*					
		CDPHE		Source 1		Source 2			
PERSONAL SERVICES		FTE	Monthly	Monthly	# of				
Name	Position	%Effort	Salary	Benefits	Months		If applicable, funding source name	If applicable, funding source name	
Dr. Cure	Principal Investigator	0.05	\$14,000.00	\$3,500.00	12.0	\$ 10,500	\$ -	\$ -	
Jane Doe, RN	Project Manager	0.33	\$6,100.00	\$1,525.00	12.0	\$ 30,195	\$ -	\$ -	
To be Named	Health Educator	2.00	\$2,833.33	\$708.33	12.0	\$ 85,000	\$ -	\$ -	
To be Hired	Admin. Support	0.50	\$2,500.00	\$625.00	11.0	\$ 17,188	\$ -	\$ -	
		0.00	\$0.00	\$0.00	0.0	\$ -	\$ -	\$ -	
		0.00	\$0.00	\$0.00	0.0	\$ -	\$ -	\$ -	
<b>Subtotal Personal Services</b>		<b>2.88</b>				<b>\$ 142,883</b>	<b>\$ -</b>	<b>\$ -</b>	
OPERATING			Unit	Quantity	Rate				
Copying - chronic disease workbooks for classes			each	1000	\$ 2.18	\$ 2,180	\$ -	\$ -	
Copying - general			Month	12	\$ 20.00	\$ 240	\$ -	\$ -	
Postage/Shipping			Month	12	\$ 20.00	\$ 240	\$ -	\$ -	
Consumable Supplies - Office Supplies			Annual	1	\$ 300.00	\$ 300	\$ -	\$ -	
Consumable Supplies - Glucometer Testing Strips			each	20	\$ 80.00	\$ 1,600	\$ -	\$ -	
Educational Materials			each	1000	\$ 8.00	\$ 8,000	\$ -	\$ -	
Other Program Cost						\$ -	\$ -	\$ -	
<b>Subtotal Operating</b>						<b>\$ 12,560</b>	<b>\$ -</b>	<b>\$ -</b>	
TRAVEL			Unit	Quantity	Rate				
Mileage			Mile	1560	\$ 0.50	\$ 780	\$ -	\$ -	
Lodging			day			\$ -	\$ -	\$ -	
Meals/Per Diem			day	8	\$ 66.00	\$ 528	\$ -	\$ -	
Other Travel						\$ -	\$ -	\$ -	
<b>Subtotal Travel</b>						<b>\$ 1,308</b>	<b>\$ -</b>	<b>\$ -</b>	
CONTRACTUAL			Unit	Quantity	Rate				
Consultant - Translation Services			Hour	100	\$ 30.00	\$ 3,000	\$ -	\$ -	
Contract Trainer/Speaker/Honorarium			Day			\$ -	\$ -	\$ -	
Subcontract - Evaluation			Hour	100	\$ 50.00	\$ 5,000	\$ -	\$ -	
<b>Subtotal Contractual Costs</b>						<b>\$ 8,000</b>	<b>\$ -</b>	<b>\$ -</b>	
OTHER COSTS			Unit	Quantity	Rate				
Patient Care Costs					\$ -	\$ -	\$ -	\$ -	
Screening			per patient	300	\$ 225.00	\$ 67,500	\$ -	\$ -	
Treatment			per patient	5	\$ 15,000.00	\$ 75,000	\$ -	\$ -	
						\$ -	\$ -	\$ -	
<b>Subtotal Other Costs</b>						<b>\$ 142,500</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL DIRECT COST:</b>						<b>\$ 307,251</b>	<b>\$ -</b>	<b>\$ -</b>	
INDIRECT COSTS:			2% Of Contractual		\$8,000.00	\$ 160			
INDIRECT COSTS:			20% Of All Other		\$299,250.50	\$ 59,850			
<b>Total Indirect Cost (Calculated on Amount Requested from CDPHE Only)</b>						<b>\$ 60,010</b>			
<b>TOTAL AMOUNT REQUESTED FROM CDPHE</b>						<b>\$</b>		<b>367,261</b>	

\*Other: Please indicate additional funding sources if applicable.

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

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**Agenda Item:** State of Colorado Intergovernmental Grant Agreemen

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**Action Requested:** Other Review of Contract and Approval

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Requesting Review and approval of grant contract with Colorado Department of Early Childhood for FY 2025-2026  
Docusion will be sent for electronic signature after review and approval.

**Fiscal Impact:**

**Submitted by:** Lana Athey

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/20/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 5/21/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/23/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

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# State of Colorado Intergovernmental Grant Agreement

## Cover Page

### State Agency

Colorado Department of Early Childhood

### Grantee

Board of County Commissioners of Gunnison County

### Grantee UEI

NSN9FAGKEDJ9

### Agreement Number

CTGG1 QAAA 2026-TBD  
GAE QAAA 2026-TBD  
CMS 26 QAAA 198836

### Grant Issuance Date

The later of the July 1, 2025 or the date the State Controller or an authorized delegate signs this Grant Letter

### Grant Expiration Date

June 30, 2026

Except as stated in §2C, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.

### Options

The State shall have the following options if indicated with "Yes," as further described in §2.B and §5.B:

Option to Extend Term per §2.B: Yes

Option to Increase or Decrease Maximum Amount per §5.B: Yes

### Fund Expenditure End Date

June 30, 2026

### Grant Amount

State Fiscal Year 2026 \$90,888.00\*

CTGG1 QAAA 2026-TBD

GAE QAAA 2026-TBD

\*And pooled GAE for Colorado Shines Quality Improvement (CSQI) in the amount of \$4,326,001 and Expanding Quality in Infant Toddler Care (EQIT) in the amount of \$686,000 is shared amongst various Grantees as described in Agreement, see Exhibit C Section 12.

### Extension Terms

None

**Total for all State Fiscal Years \$90,888.00**

### Agreement Authority -

Authority to enter into this Contract exists in: 26.5-1-104 C.R.S. (Colorado Revised Statutes)

Law Specified Vendor Statute: Law Specified; 26.5-2.207 C.R.S.

Procurement Method: Request for Application  
Solicitation Method (if any): RFA QAAA 2025-224

### Pricing/Funding

Price Structure: Cost Reimbursement

Grantee shall invoice: Monthly

Fund Source: State General Funds; Federal Funds:

- 2402COCCDD - Child Care Development Fund, Assistance Listing Number (ALN) 93.575
- 2502COCCDD - child Care Development Fund, ALN # 93.575



### Grant Purpose

Gunnison County shall be the fiscal agent for Gunnison Hinsdale Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level support for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. The Councils include the following programs: Early Childhood Systems Building (ECSB), Colorado Shines Quality Improvement (CSQI), Program Navigator, and Expanding Quality in Infant Toddler Initiative (EQIT).

### Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Additional Provisions.
4. Exhibit D, Data Sharing Agreement
5. Exhibit E, Supplemental Provisions for Federal Awards
6. Exhibit F, Grant Federal Provisions
7. Exhibit G, PII Certification
8. Exhibit H, Sample Option Letter

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

1. Exhibit F, Grant Federal Provisions
2. Exhibit E, Supplemental Provisions for Federal Awards
3. Exhibit C, Additional Provisions
4. Exhibit D, Data Sharing Agreement
5. Colorado Special Provisions in §18 of the main body of this Agreement.
6. The provisions of the other sections of the main body of this Agreement.
7. Exhibit G, PII Certification
8. Exhibit A, Statement of Work.
9. Exhibit B, Budget
10. Exhibit H, Sample Option Letter.

### Principal Representatives

For the State:

Charles Ruda, QRIS Coordinator  
Colorado Department of Early Childhood  
710 South Ash Street  
Building C  
Glendale, CO 80246  
Email: Charles.Ruda@state.co.us

For Grantee:

Lana Athey, Early Childhood Services  
Supervisor  
Gunnison County  
220 North Spruce Street  
Gunnison, CO 81230  
Email: lathey@gunnisoncounty.org

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

**GRANTEE**  
Gunnison County

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

\_\_\_\_\_  
By: Matthew Birnie, County Manager

\_\_\_\_\_  
By: Jeanni Stefanik, Chief Financial Officer

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

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

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

\_\_\_\_\_  
By: Lisa Castiglia, Deputy Chief Financial Officer / Cameron Burke, Deputy Controller

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

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

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### 1. Grant

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

### 2. Term

#### A. Initial Grant Term and Extension

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

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

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

**C. End of Term Extension**

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

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

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

**E. Grantee’s Termination Under Federal Requirements**

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

**3. Definitions**

The following terms shall be construed and interpreted as follows:

- A.** “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B.** “Award” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C.** “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee 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 Grantee is debarred or suspended under

§24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

- D. “Budget” means the budget for the Work described in Exhibit B.
- E. “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.
- F. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et seq., C.R.S.
- G. “Cost Sharing” means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)
- H. “Grant Award Letter” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. “Grant Expiration Date” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. “Grant Issuance Date” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. “Exhibits” exhibits and attachments included with this Grant as shown on the first page of this Grant
- M. “Extension Term” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- N. “Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- O. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. [Insert Federal Awarding Agency’s Full Legal Name and Acronym] is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- P. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- Q. “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.
- R. “Initial Term” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- S. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.
- T. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes,

but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.

- U. “Recipient” means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. “Services” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. “Sub-Award” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. “Subrecipient” means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- DD. “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 the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- EE. “Work” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- FF. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes,

studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

#### **4. Statement of Work**

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

#### **5. Payments to Grantee**

##### **A. Maximum Amount**

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

##### **B. Option to Increase Maximum Amount**

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

##### **C. Federal Recovery**

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

##### **D. Reimbursement of Grantee Costs**

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

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

**E. Close-Out.**

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

**6. Reporting - Notification**

**A. Performance and Final Status**

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

**B. Violations Reporting**

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

**7. Grantee Records**

**A. Maintenance and Inspection**

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

**B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all

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

#### C. Final Audit Report

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

### 8. Confidential Information-State Records

#### A. Confidentiality

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

#### B. Other Entity Access and Nondisclosure Agreements

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

Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

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

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit \_\_ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit \_\_ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

**9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain

from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

## 10. Insurance

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

## 11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, 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 agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

## 12. Remedies

### A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this 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.

#### a. Obligation and Rights

To the extent specified in any termination notice, Grantee 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, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee 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 Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.B.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee 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 Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee 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 Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee'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 grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

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

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

**B. Grantee's Remedies**

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

**13. Dispute Resolution**

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

**14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under

this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

## 15. 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.

## 16. Governmental Immunity

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

## 17. General Provisions

### A. Assignment

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

### B. Captions and References

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

### C. Entire Understanding

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

### D. Modification

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

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

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

**F. Digital Signatures**

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

**G. Severability**

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

**H. Survival of Certain Grant Award Letter Terms**

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

**I. Third Party Beneficiaries**

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

**J. Waiver**

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

**K. Accessibility**

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

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

**L. Federal Provisions**

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

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

**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 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 (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.**

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.

**Statement of Work**  
**Gunnison County**  
**as Fiscal Agent for**  
**Gunnison Hinsdale Early Childhood Council**

**Early Childhood Council Project Including:**

- Early Childhood Systems Building
- Colorado Shines Quality Improvement
- Child Care Resource and Referral
- Provider Navigation
- Expanding Quality in Infant Toddler Care

**CDEC PROGRAM CONTRACT MANAGER**

- Charles Ruda

**ABBREVIATIONS**

- CACFP - Child and Adult Care Food Program
- CCCAP - Colorado Child Care Assistance Program
- CDEC - Colorado Department of Early Childhood
- CCR&R - Child Care Resource and Referral
- CEUs - College Education Unit
- CSQI - Colorado Shines Quality Improvement
- EC - Early Childhood
- ECC - Early Childhood Council
- ECMH - Early Childhood Mental Health
- ECSB - Early Childhood Systems Building
- EQ - Expanding Quality
- EQIT - Expanding Quality in Infant Toddler Care

- FCCH - Family Child Care Home
- GAE - General Accounting Encumbrance
- GHECC - Gunnison Hinsdale Early Childhood Council
- ID - Identification
- ITS-C - Infant Toddler Specialists-Coach
- MOUs - Memorandum of Understandings
- NTYC - Nurturing The Young Child Conference
- PDIS - Professional Development Information System
- QI - Quality Improvement
- QRIS - Quality Rating and Improvement System
- SOW - Statement of Work

## STATEMENT OF WORK (SOW) SYSTEMS BUILDING

### INTRODUCTION/BACKGROUND

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

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

### SCOPE OF WORK

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

### PERIOD OF PERFORMANCE

July 1, 2025 - June 30, 2026

**WHERE SERVICES WILL BE PERFORMED**

All services will be performed in Gunnison and Hinsdale Counties.

**EARLY CHILDHOOD SYSTEMS BUILDING (ECSB) WORK PLAN**

Work Plan
<b>Outcomes, Benchmarks, and Milestones</b>
<b>Outcome Statement #1:</b>
<p>The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.</p> <p>The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules.</p> <p>An evaluation plan and report are submitted to the CDEC on an annual basis.</p>

<b>Key Activity A1:</b>	<b>Maintain Membership and Hold Council Meetings</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-1: Plan and hold at least 6 GHECC meetings per year.	July 1, 2025 - June 30, 2026	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Early Childhood Services Supervisor	Personnel
A1-2: Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2025 - June 30, 2026	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Early Childhood Services Supervisor	Personnel
A1-3: Develop and approve new Memorandum of Understanding with members.	July 1, 2025 - June 30, 2026	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Early Childhood Services Supervisor	Personnel



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-4: Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2025 - June 30, 2026	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings	Small or under-represented early childhood service providers shall attend Council meetings.	Early Childhood Services Supervisor	Personnel

<b>Key Activity B1:</b>	<b>Strategic Plan, Evaluation Plan and Report</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2025 - June 30, 2026	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-2: Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2025 - June 30, 2026	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
B1-3: Track and report annually accountability measurements defined in the strategic plan	July 1, 2025 - June 30, 2026	Data tracking requested measures annually	Data is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
B1-4: Create an Evaluation Report, based on the strategic plan	July 1, 2025 - June 30, 2026	Submitted Evaluation Report annually	Evaluation Report is submitted to the CDEC	Early Childhood Services Supervisor	Personnel

<b>Key Activity C1:</b>	<b>Bylaws, Operating Agreement and Organizational Chart</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-1: Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2025 - June 30, 2026	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to CDEC	Early Childhood Services Supervisor	Personnel

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #2:**

Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.

At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2026 and annually thereafter.

**Key Activity A2: Nurturing the Young Child Conference**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A2-1: Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1, 2026	The NTYC Conference shall provide at least 5 training hours	List of Attendees, number of training certificates given	Early Childhood Services Supervisor	Personnel and Annual Conference

**SCHEDULES AND MILESTONES**

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the CDEC.	July 1, 2025 - June 30, 2026	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the CDEC.	July 1, 2025 - June 30, 2026	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the CDEC.	By January 31, 2026	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by January 31 <sup>st</sup> , 2026.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By May 1, 2026.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Participate as needed in the Shared Measures data collection	July 1, 2025 - June 30, 2026	GHEC shall participate in Shared Measurement Tool Data sharing as required.

**Colorado Shines Quality Improvement (CSQI) Work Plan**

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #1:**

Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high-quality program (Level 3-5).

**Key Activity A1:**

**Community Dispersion of High Quality CCCAP**

<p>A1-1: Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</p>	<p>Number of quality Level 2 targeted child care providers  Number of providers contacted and given information</p>	<p>Quality Improvement Navigator</p>	<p>Personnel</p>
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<p>A1-2: Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5</p>	<p>Number of QI Coaching hours provided</p> <p>Total funds spent by providers on QI materials</p> <p>Total funds spent on professional development training</p> <p>Colorado Early Childhood Credential level of provider staff members</p> <p>Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating</p> <p>Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5</p> <p>Number of CCCAP eligible children that receive high-quality child-care services</p>	<p>Quality Improvement Navigator and QI Coach</p>	<p>Personnel and GAE Funding</p>
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<p>A1-3: Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality program (Level 3-5); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children</p>	<p>Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children</p> <p>Number of quality Level 3-5 providers that contact CCCAP staff in their County</p> <p>Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement</p> <p>Number of CCCAP eligible children that receive high-quality child-care services</p>	<p>Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator</p>	<p>Personnel</p>
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**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #2:**

Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.

**Key Activity B1: Colorado Shines Program Engagement**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	July 1, 2025 - June 30, 2026	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-2: Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	July 1, 2025 - June 30, 2026	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	<p>Number of providers receiving technical assistance</p> <p>Number of technical assistance hours provided</p> <p>Number of providers registered on Colorado Shines</p> <p>Number of providers with a PDIS account</p>	Quality Improvement Navigator	Personnel
B1-3: Provide a copy of the QRIS Program Guide to licensed providers	July 1, 2025 - June 30, 2026	Encourage local child care providers to take action on increasing the quality of their care with accurate information	Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel

<b>Key Activity C1:</b>	<b>CCCAP Children Served in High Quality Programs</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-1: Continue to meet regularly with CCCAP staff and other family service agencies	July 1, 2025 - June 30, 2026	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	<p>Number of meetings with agenda</p> <p>Number of participants and agency representation</p> <p>Number of children receiving CCCAP</p>	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel
C1-2: Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	July 1, 2025 - June 30, 2026	Support providers to get accurate information, training and technology on the CCCAP program	<p>Number of providers with County CCCAP fiscal agreement</p> <p>Number of providers that accept CCCAP in Colorado Shines</p>	Early Childhood Services Supervisor and QI Navigator	Personnel

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #3:**

**Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.**

**Key Activity D1:**

**Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-1: Website	July 1, 2025 - June 30, 2026	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
D1-2: Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	July 1, 2025 - June 30, 2026	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	Number of Communities meetings with agendas and participants	QI Navigator	Personnel

**Schedules and Milestones**

Measurement	Schedule	Deliverables
<p>Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).</p>	<p>July 1, 2025 - June 30, 2026</p>	<ul style="list-style-type: none"> <li>• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</li> <li>• Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5</li> <li>• Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children</li> </ul>
<p>Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.</p>	<p>July 1, 2025 - June 30, 2026</p>	<ul style="list-style-type: none"> <li>• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities</li> <li>• Provide technical assistance to Level 1 providers to register on Colorado Shines, take steps towards Level 2 and apply for Level 2 rating</li> <li>• Encourage local child care providers to take action on increasing the quality of their care with accurate information</li> </ul>
<p>Increase the number and percentage of children receiving child care subsidies being served in a high quality program.</p>	<p>July 1, 2025 - June 30, 2026</p>	<ul style="list-style-type: none"> <li>• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff</li> <li>• Support providers to get accurate information, training and technology on the CCCAP program</li> </ul>

Measurement	Schedule	Deliverables
<p>Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.</p>	<p>July 1, 2025 - June 30, 2026</p>	<ul style="list-style-type: none"> <li>• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website</li> <li>• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information are promoted monthly through the ECC email listserve</li> <li>• Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages</li> </ul>

**PROVIDER NAVIGATION WORK PLAN**

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #1:**

1. Connecting providers with supports, as requested, such as: Assistance with licensing; Accessing quality improvement supports; Accessing the Child and Adult Care Food Program (CACFP), Accessing consultative supports, such as early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports; Providing information on health insurance benefits and resources for accessing the Connect for Health Colorado Exchange;

**Key Activity A1:**

Assist new and existing FCCH providers in understanding available benefits and consultative programs

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-1: Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.	July 1 <sup>st</sup> , 2025- June 30 <sup>th</sup> , 2026	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel

**Key Activity B1: Supporting child care providers to access the provider hub to report to report open child care slots**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: calling, texting, emailing, completing an online form); Uploading data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website	July 1 <sup>st</sup> , 2025- June 30th, 2026	New and existing FCCH providers are given information on how to access the hub and report on open child care slots.	-open child care slots are reported on.	Early Childhood Resource Navigator	Personnel

**Key Activity C1: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-1: Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	July 1, 2025 - June 30, 2026	The FCCH navigators have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	Early Childhood Resource Navigator	Personnel
C1-2: Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1, 2025 - June 30, 2026	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives)	Number of providers supported through the licensing process	Early Childhood Resource Navigator	Personnel
C1-3: Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1, 2025 - June 30, 2026	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	Early Childhood Resource Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-4: Connect FCCH providers with CSQI Navigators	July 1, 2025 - June 30, 2026	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process.  - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	Early Childhood Resource Navigator  Quality Improvement Coach and Navigator	Personnel

**Key Activity D1:** Work with others to utilize their particular knowledge of the ability of providers to serve special populations; to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-1: Work with community partners and families to recruit new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1, 2025 - June 30, 2026	-Notify potential FCCH home providers of the licensing supports available to them in Gunnison and Hinsdale Counties.	-Number of potential providers supported.  -Number of newly licensed programs	Early Childhood Resources Navigator	Personnel



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-2: Provide technical assistance to new child care home providers as they move through the licensing process in their community (including addressing zoning issues, business codes, etc.) and in accessing any available financial resources to begin/support expansion of their business;	July 1, 2025 - June 30, 2026	- connect with potential providers and provide supports throughout the licensing process.	-Number of potential providers supported.  -Number of newly licensed programs	Early Childhood Resources Navigator	Personnel

<b>Key Activity E1:</b>	<b>Participate in ongoing technical assistance and training opportunities, a community of practice with other navigators.</b>
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
<p>E1-1: Early Childhood Resource Navigator shall participate in 75% of the technical assistance and training opportunities offered by CDEC. The EC Resource Navigator will also participate in the Community of Care cohort on a regular basis.</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>-EC Resource Navigator will participate in trainings offered throughout the year in order to better support programs.</p>	<p>The Early Childhood Resource navigator's participation shall be tracked.</p>	<p>Early Childhood Resources Navigator</p>	<p>Personnel</p>

**SCHEDULE AND MILESTONES**

Measurement	Schedule	Deliverables
<p>7 potential, new, or existing providers shall be connected to or provided information on:</p> <ul style="list-style-type: none"> <li>-other local consultative roles (EQIT, ECMH, etc.).</li> <li>- financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities</li> <li>- Colorado Child Care Assistance Program (CCCAP).</li> <li>-Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.</li> <li>-health insurance options</li> </ul>	<p>June 30<sup>th</sup>, 2026</p>	<p>The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.</p>

Measurement	Schedule	Deliverables
<p>Early Childhood Resource Navigator shall participate in 75% of the technical assistance and training opportunities offered by CDEC. The EC Resource Navigator will also participate in the Community of Care cohort on a regular basis.</p>	<p>June 30<sup>th</sup>, 2026</p>	<p>The Early Childhood Resource navigator’s participation shall be tracked.</p>
<p>At least 1 FCCH provider shall become licensed or be in the process of becoming licensed.</p>	<p>June 30<sup>th</sup>, 2026</p>	<p>Number of new licensed FCCH providers</p>
<p>Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.</p>	<p>June 30<sup>th</sup>, 2026</p>	<p>·Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.</p>

**EXPANDING QUALITY IN INFANT TODDLER CARE (EQIT) WORK PLAN**

**Work Plan**

**Outcomes, Benchmarks, and Milestones**

**Outcome Statement #1:**

Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings.

EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.

**Key Activity A1: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-1: Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2025 - June 30, 2026	<p>The EC Council and/or EQ team members will contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.</p> <p>The EC Council and EQ team members will participate in professional development and/or technical assistance offered by the EQ Initiative.</p>	<p>Quarterly Reporting includes:</p> <ul style="list-style-type: none"> <li>• Description provided of efforts to contact, coordinate, and collaborate with key stakeholders</li> <li>• Detailed description of connections between EQ and other quality improvement work.</li> <li>• Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants</li> </ul>	Early Childhood Services Supervisor or EQ Staff.	Personnel

**Key Activity B1: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2025 - June 30, 2026	<p>Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.</p>	<ul style="list-style-type: none"> <li>• By July 30, 2025 provide detailed annual course plan with advertising</li> <li>• By July 30, 2025 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses</li> <li>• Materials are requested at least 2 weeks before start date of EQIT course</li> <li>• Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2025, January 31, 2026, April 30, 2026 and June 30, 2026 including participant PDIS ID.</li> <li>• EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 30, 2025</li> </ul>	EQ Staff	Personnel



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Fidelity implementation and course outcome data collected	July 1, 2025 - June 30, 2026	<ul style="list-style-type: none"> <li>Course participants complete EQ Initiative online data collection survey</li> </ul>	100% of Course participants shall complete	EQ Staff	Personnel

**Key Activity C1: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching**

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-1: Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2025 - June 30, 2026	<p>Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.</p> <p>Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> <li>Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2025, January 31, 2026, April 30, 2026 and June 30, 2026, and each time coaching is reimbursed/invoiced</li> <li>Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2025</li> </ul>	EQ staff	Personnel

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-2: Infant Toddler Specialist-provided coaching	July 1, 2025 - June 30, 2026	<p>Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>24 of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework</p> <p>Corrine Jaeger Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> <li>Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2025, January 31, 2026, April 30, 2026 and June 30, 2026, and each time coaching is reimbursed/invoiced</li> </ul>	Corrine Jaeger - EQIT trainer and Coach	Personnel

**SCHEDULE/MILESTONES**

- The GHECC will submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 26 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2025. This plan will include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY26 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC will order materials for FY 26 Fall EQIT course(s) by July 30, 2025 and will order materials for FY 26 Spring EQIT course(s) by November 30, 2025.
- The GHECC will submit information on any EQIT student fees charged, plan to ensure that no student will be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2025.
- The GHECC will complete 2 EQIT courses of training by June 30, 2026.
- The GHECC will complete 10 hours of EQ-funded Coaching by June 30, 2026.
- The GHECC will submit required quarterly reports by October 31, 2025, January 31, 2026, April 30, 2026 and **June 30, 2026.**

**ACCEPTANCE CRITERIA**

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

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



<b>Contractor Name</b>	Gunnison County (Fiscal Agent for Gunnison Hinsdale Early Childhood Council)
<b>Budget Period</b>	July 1, 2025 - June 30, 2026
<b>Project Name</b>	Early Childhood Council (ECC) Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource and Referral (CCR&R) Program Navigation (PN)
<b>Program Contact Name, Title</b>	Lana Athey, Early Childhood Services Supervisor
<b>Phone</b>	970-641-3244
<b>Email</b>	<a href="mailto:lathey@gunnisoncounty.org">lathey@gunnisoncounty.org</a>
<b>Fiscal Contact Name, Title</b>	Jody Wise
<b>Phone</b>	970.641.7679
<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>

Acronym	Definition	Acronym	Definition
CCR&R	Child Care Resource & Referral	QI	Quality Improvement
CDEC	Colorado Department of Early Childhood	RMECC	Rocky Mountain Early Childhood Conference
CSQI	Colorado Shines Quality Improvement	SFY	State Fiscal Year
ECC	Early Childhood Council		
ECCLA	Early Childhood Council Leadership Alliance		
ECE	Early Childhood Education		
ECSB	Early Childhood Systems Building		
MTDC	Modified Total Direct Costs		
PN	Program Navigator		

Expenditure Categories													State Fiscal Year (SFY) 2026
Personnel Services - Salaried Employees													
Position Title	Description of Work	Fringe Benefits		Gross or Annual Salary	Fringe Cost	Total Salary + Fringe	Percent of Time on Project	Cost Based on Percent of Time for ECSB	Cost Based on Percent of Time for CSQI	Cost Based on Percent of Time for CCR&R	Cost Based on Percent of Time for PN	Total Amount Requested from CDEC	
Community Health Manager	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants.	Fringe Benefits include: Holidays, paid vacation, paid sick days, health insurance, retirement		\$108,242.00	\$34,320.00	\$142,562.00	19.00015%	\$14,256.00	\$12,831.00	\$0.00	\$0.00	\$27,087.00	
Early Childhood Services Supervisor	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating.	Fringe Benefits include: Holidays, paid vacation, paid sick days, health insurance, retirement		\$87,517.00	\$32,240.00	\$119,757.00	24.99979%	\$16,766.00	\$13,173.00	\$0.00	\$0.00	\$29,939.00	
Coach/QI Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	Fringe Benefits include: Holidays, paid vacation, paid sick days, retirement		\$76,056.00	\$11,440.00	\$87,496.00	12.99945%	\$0.00	\$11,374.00	\$0.00	\$0.00	\$11,374.00	
Early Childhood Resource Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home.	Fringe Benefits include: Holidays, paid vacation, paid sick days, retirement		\$63,371.00	\$8,840.00	\$72,211.00	20.99957%	\$0.00	\$722.00	\$0.00	\$14,442.00	\$15,164.00	
<b>Total Personnel Services (including fringe benefits)</b>								<b>\$31,022.00</b>	<b>\$38,100.00</b>	<b>\$0.00</b>	<b>\$14,442.00</b>	<b>\$83,564.00</b>	
Contractors/Consultants (payments to third parties or entities)													SFY 2026
Name	Description of Item			ECSB Total Amount Requested from CDEC	ECSB Allowable in Modified Total Direct Costs (MTDC) calculation	CCQI Total Amount Requested from CDEC	CSQI Allowable in MTDC calculation	CCR&R Total Amount Requested from CDEC	CCR&R Allowable in MTDC calculation	PN Total Amount Requested from CDEC	PN Allowable in MTDC calculation	Total Amount Requested from CDEC	Total Amount Allowable in MTDC
	No costs shall be reimbursed by CDEC for this category.			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Contractors/Consultants</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Travel													SFY 2026
Item	Description of Item								ECSB	CSQI	CCR&R	PN	Total Amount Requested from CDEC
Travel in the region and to Denver to ECCLA	Trips to Denver for ECCLA and/or RMECC. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching								\$1,016.00	\$0.00	\$0.00	\$158.00	\$1,174.00
<b>Total Travel</b>									<b>\$1,016.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$158.00</b>	<b>\$1,174.00</b>

Supplies & Operating Expenses							SFY 2026
Item	Description of Item		ECSB	CSQI	CCR&R	PN	Total Amount Requested from CDEC
Computer Cost/IT Charge	67% of 1 laptop @\$3,000/year = \$2,100.		\$1,200.00	\$900.00	\$0.00	\$0.00	\$2,100.00
Advertising/Education	Print media and social media, outreach materials, thank yous		\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Office Supplies	Papers, Pen, Markers, Printer Ink, etc.		\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
Meeting/Events Costs	Materials, Food for meetings or celebrations, venue rental fees, etc.		\$0.00	\$250.00	\$0.00	\$0.00	\$250.00
Annual Conference	Space rental, speakers, materials, food, awards		\$0.00	\$200.00	\$0.00	\$0.00	\$200.00
Registration Fees	RMECC or Other Trainings		\$1,200.00	\$0.00	\$0.00	\$400.00	\$1,600.00
<b>Subtotal</b>			<b>\$2,800.00</b>	<b>\$1,350.00</b>	<b>\$0.00</b>	<b>\$400.00</b>	<b>\$4,550.00</b>
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)							
Item	Description of Item		ECSB	CSQI	CCR&R	PN	Total Amount Requested from CDEC
Tuition Reimbursement	Tuition reimbursement after completion of ECE courses that are not covered by CDEC.		\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, professional development, materials, or other expenses related to quality improvement		\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
<b>Subtotal Items</b>			<b>\$1,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,600.00</b>
<b>Total Supplies &amp; Operating Expenses</b>			<b>\$4,400.00</b>	<b>\$1,350.00</b>	<b>\$0.00</b>	<b>\$400.00</b>	<b>\$6,150.00</b>
<b>TOTAL DIRECT COSTS</b>			<b>\$36,438.00</b>	<b>\$39,450.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$90,888.00</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>			<b>MODIFIED TOTAL DIRECT COSTS</b>		<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$89,288.00</b>
Uniform Guidance - 2 Code of Federal Regulations 200.1 (2 CFR 200.1) "Modified Total Direct Cost (MTDC)"- means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.							
Indirect Costs [not to exceed 15% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]							
Item	Description of Item	Indirect Rate	Indirect Cost for ECSB	Indirect Cost for (CSQI)	Indirect Costs for CCR&R	Indirect Cost for PN	Total Amount Requested from CDEC
Indirect Rate	No costs shall be reimbursed by CDEC for this category.	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Indirect</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>			<b>\$36,438.00</b>	<b>\$39,450.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$90,888.00</b>
PERCENTAGE OF BUDGET BY PROJECT							
			Percent	Percent	Resource &	Percent	Total Percentage
			40.09%	43.41%	0.00%	16.50%	100.00%



## Additional Provisions

### 1. SERVICE PROVISIONS

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

### 2. GOALS AND OBJECTIVES

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

### 3. COPY OF SUBCONTRACT

- A. The Grantee shall provide to the State a copy of any executed subcontract between the Grantee and any provider of services to fulfill any requirements of this Grant. Subcontracts shall be emailed to the Grant Representative upon execution.

### 4. PAYMENT

- A. In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this Grant Agreement, the State shall pay to the Grantee an amount not to exceed the amount specified in the Budget (EXHIBIT B), of this Grant Agreement.
- B. The Grantee shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
  - i. Link to [Frequently Asked Questions](#) about the OnBase Invoice Submission Process.
  - ii. Link to [Vendor Invoice Guidance](#)
    - a) Under this Grant Agreement, the Vendor shall submit their invoices by selecting the correct Program:
      - (1) CCR&R - Child Care Resource & Referral
      - (2) ECC - Early Childhood Council (CSQI)
      - (3) ECC - Early Childhood Council (EQIT)
      - (4) ECC - Early Childhood Council (GAE)
      - (5) ECC - Early Childhood Council (Navigator)
      - (6) ECC - Early Childhood Council (System Building)



- iii. For technical issues please contact the OnBase Administrator at [CDEC\\_OnBase\\_Admin@state.co.us](mailto:CDEC_OnBase_Admin@state.co.us).
- iv. For invoice issues, including but not limited to questions about which program to select or program manager emails to enter, please contact [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).

- C. Payment shall be made on a cost reimbursement basis for services rendered.
- D. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Grantee. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY GRANTEE WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- E. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE GRANTED AMOUNT SHALL NOT BE PAID BY CDEC. If Grantee has a legitimate need for additional funds, the Grantee shall request additional funds from the CDEC 60 days prior to projected depletion of Granted funds. CDEC shall review each request and notify Grantee in writing of approval or denial. Approval of additional funds shall require an official modification to the Grant Agreement by Amendment or Option Letter.
- F. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Grantees who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to [OnBase Invoice Submission Process](#). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- G. The Grantee shall maintain source documentation to support all payment requested pursuant to this Grant Agreement. All source documentation shall be provided to the State by the Grantee upon request.
- H. It is understood that the State reserves the right to offset funds pursuant to this Grant Agreement based on the discovery of overpayment or improper use of funds by the Grantee. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year Grant Agreements and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- I. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Grantee is not needing/using the funding allocated for the Grantee's work in the Grant Agreement, the State shall remove these funds from the Grant Agreement budget by Option Letter for a proportional reduction of services with prior written notification to the Grantee. This provision does not allow for a reduction in the rate of pay. Additionally, the state shall have the ability to issue this option letter for



a reduction, allowing the vendor to submit a revised budget for CDEC approval that aligns with the reduction within 30 days.

## **5. PARTICIPATION**

- A. The Grantee representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this Grant Agreement.

## **6. SUPPLANTING**

- A. Payments made to the Grantee under this Grant Agreement shall supplement and not supplant other state, local or federal expenditures for services associated with this Grant Agreement.

## **7. BUDGET CHANGES**

- A. Grantee may request in writing adjustments to the direct costs in the current year budget (EXHIBIT B) not to exceed 15% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the Grant Agreement budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 15%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.
- B. Grantee may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the Grant Agreement becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the Grant Agreement. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel, including revisions to allow payments for personnel covering vacancies, requires prior written approval from CDEC staff. This process shall never change the Grant Agreement Maximum Amount. Grantee must use available unused funds from either vacancy savings or another category within the Grant Agreement. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

### **C. OPTION LETTER**

- i. Option Letter to modify existing State Grant Agreement Rates as listed in the executed Grant Agreement as follows:
  - a) The State, at its discretion, shall have the option to revise the budget over 15% to correct typographical errors; add or remove lines within the budget; increase gross or annual salary of positions listed under Personnel; revisions to personnel; changes between lines of the budget that exceed 15%; and



changes to negotiated indirect rates through an Option Letter. In order to exercise this option, the State shall obtain an email agreeing to the changes and follow up with written notice to Grantee in a form substantially equivalent to Exhibit H, 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.

- b) The Option Letter shall not be allowed for changes in the Statement of Work.

## **8. TRAVEL**

- A. Travel costs must be listed in Exhibit B - Budget under travel including airfare, hotel, mileage and per diem costs.
- B. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- C. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- D. Hotel rates cannot exceed any rate established for conference attendance.
- E. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

## **9. SUBRECIPIENT**

- A. Grantees determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon Grant Agreement execution. Failure to complete the performance report and assessment survey shall delay payment to the Grantee.

## **10. CRITICAL INCIDENT REPORTING**

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



## 11. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

## 12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. There are two types of GAE that shall be utilized for this Contract: Quality Improvement (QI) and Expanding Quality in Infant and Toddler Care (EQIT). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

### i. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

- a) Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes coaching activities and coach training; professional development of staff; purchases of program specific materials; temporary teaching funds; and capital expenditures. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - (1) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - (2) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Grantee. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - (3) Invoices shall be submitted separately for pre-approved QI expenditures.
    - (a) The Grantee shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.



- (b) Under this Grant Agreement, the Vendor shall submit their invoices by selecting the correct Program: ECC - Early Childhood Council (GAE)

**ii. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

- a) Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the Expanding Quality (EQ) Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in Exhibit A - Statement of Work. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - (1) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - (2) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Grantee. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - (3) Invoices shall be submitted separately for pre-approved EQIT expenditures.
    - (a) The Grantee shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
    - (b) Under this Grant Agreement, the Vendor shall submit their invoices by selecting the correct Program: ECC - Early Childhood Council (EQIT)
- b) UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal



agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

- (1) \$4,700 per EQIT Course;
- (2) \$300 per EQIT Course to support data and reporting; and
- (3) \$100 per hour for EQ RELATE and LENA Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

**c) PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented, and the agency must demonstrate how it is spent relative to the program.

**13. GIFT CARDS**

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

**14. ACCESSIBILITY REQUIREMENTS.**

- A. All work performed must comply with all applicable provisions of §24-85-101, of the Colorado Revised Statutes (C.R.S.), et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology (OIT) pursuant to §24-85-103 (2.5), C.R.S. and 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. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

**15. EMPLOYMENT ELIGIBILITY VERIFICATION**

- A. Grantee shall comply with the Federal Acquisition Regulation (FAR) regarding Employment Eligibility Verification located at <https://www.acquisition.gov/far/subpart-22.18> for all contracts/agreements funded using federal funds.

## STATE OF COLORADO DATA SHARING AGREEMENT EXHIBIT

### 1. DEFINED TERMS.

- a) “Anonymized Data” means Data that has been properly De-identified.
- b) “API” means an application programming interface.
- c) “API System” has the meaning described in the recitals.
- d) “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Recipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- e) “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- f) “Care Coordination” means the coordination of healthcare or other services that support an individual’s overall health and wellbeing.
- g) “CCR” means Colorado Code of Regulations
- h) “C.F.R.” means Code of Federal Regulations.
- i) “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
- j) “C.R.S.” means Colorado Revised Statutes.
- k) “Data” means the information described in **Attachment A**.
- l) “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.
- m) “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If the Data is subject to HIPAA, “De-Identified” means the removal of PII from the Data in accordance with HIPAA.

- n) “Destroy” means to permanently remove Data from a Party’s or a Participating Agency’s systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:
  - i) the National Institute of Standards and Technology (NIST) Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant’s normal course of business for all other Data.
- o) “HIPAA” means Health Insurance Portability and Accountability Act.
- p) “OIT” means the Governor’s Office of Information Technology.
- q) “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at: <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- r) “Party” means the Transferring Agency or Recipient, and “Parties” means both the Transferring Agency and Recipient.
- s) “PCI” means Payment Card Information.
- t) “PHI” means Protected Health Information.
- u) “PII” means Protected Identifying Information.
- v) “Role-Based Use Policy” means the most recent version of the policy that defines the various role-based purposes for which the Data can be used by Recipient, which is hereby incorporated into this Agreement by reference. The current version is attached to this Agreement as **Attachment C**.
- w) “State” means the State of Colorado.
- x) “Transferring Agency Confidential Information” means any and all Transferring Agency Records not subject to disclosure under Colorado Open Records Act (CORA). Transferring Agency Confidential Information shall include, but is not limited to, PII, PHI, PCI, and Transferring Agency personnel records not subject to disclosure under CORA. Transferring Agency Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the Transferring Agency, which has been communicated, furnished, or disclosed by the Transferring Agency to Recipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Recipient without restrictions at the time of its disclosure to Recipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Recipient to the Transferring Agency; (iv) is disclosed to Recipient, without

confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Transferring Agency Confidential Information.

- y) “Transferring Agency Records” means any and all Transferring Agency data, information, and records, regardless of physical form.
- z) “U.S.” means United States
- aa) “U.S.C.” means United States Code

## 2. SHARING OF DATA.

Transferring Agency will provide the Data to Recipient and hereby grants the Recipient a limited, revocable right to use, store, access, and process the Data solely for Purpose set out below and in accordance with the OIT Security Policies. All Data sharing formats must be transmitted in accordance with all Office of Information Security (OIS) policies detailed in **Attachment B**, Section 4.a.i. of this Agreement, as well as any applicable HIPAA policies.

## 3. DATA USE AND RESTRICTIONS.

Transferring Agency hereby grants Recipient a limited, revocable right to use, store, access, and process the Data solely for purposes of elements contained in their Scope of Work supporting quality improvement activities with providers as well as child care resource and referral (the “Purpose”). Specifically, Recipient may create and modify reports as a means for providing technical assistance and quality improvement activity tracking.

- a) **Disclosure to Third Parties.** Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without the prior written consent from Transferring Agency, and must be listed in **Attachment A**.
- b) **Restrictions on Data.** Recipient shall only disclose the Data it receives to Recipient’s personnel and third parties for which Recipient has received prior written consent pursuant to **Section 4.a**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose in accordance with the Role Based Use Policy (“Authorized Individuals”). Recipient agrees that any contractors or other third parties that have a need to access the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.
- c) **Data Security Requirements.** Recipient agrees to secure and protect the Data against any unauthorized use or access in compliance with the most recent version of the OIT Security Policies, as well as any and all applicable laws and

regulations. Data shall be stored, accessed, and processed in facilities located within the United States, and Recipient shall maintain a secure environment that ensures confidentiality of all Transferring Agency Confidential Information wherever located. If Recipient will or may receive the following types of data, Recipient shall provide for the security of such data according to the following: (i) §8-72-107, C.R.S., 20 CFR 603; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; and (iii) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement if applicable. Recipient shall immediately forward any request or demand for Transferring Agency Records to the State's Principal Representative.

- d) **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 4.g** below.
- e) **Storage of Data.** Recipient agrees to: (i) use, hold, and maintain the Data in compliance with any and all applicable laws and regulations, (ii) store the Data only in facilities located within the United States, and (iii) maintain the Data in a secure environment in accordance with the OIT Security Policies.
- f) **Destruction of Data.** Upon Transferring Agency's request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 4(e)** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient's receipt of Transferring Agency's request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of and cease to use or access such Data.
- g) **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that Recipient's access to the Data is contingent on Recipient's compliance with the terms of this Agreement, including, but not limited to the terms contained in **Section 5** below.
- h) **Research, Analytics and Published Materials.** When using the Data to run internal analytics and investigational protocols, and create reports, Recipient can only do so for its internal use, and to the extent such activities align with

the Purpose of this Agreement. To the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data. The Parties may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

- i) **Cell Suppression.** Recipient agrees that any data from the Transferring Agency used in any publication materials must adhere to cell suppression ensuring that no data is published with fewer than 5 cells. Recipient must, in good faith, confirm actions have been taken to prevent any possible re-identification or recalculation of data."
- j) **Linking Data to other Datasets.** Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient's databases. Recipient agrees to treat and safeguard the combined data in accordance with all applicable laws, and that such combined data must be Destroyed or returned in accordance with **Section 4.f** unless otherwise agreed to by the Transferring Agency at its sole discretion.

#### 4. ACCEPTABLE USE POLICY.

In receiving the Data, Recipient agrees:

- a) To comply with all applicable laws and regulations, including, but not limited to, any and all data privacy laws that may apply to Recipient's use, storage, access, or transfer of any Data;
- b) To only use the Data in accordance with the OIT Security Policies;
- c) Not to use the Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;
- d) Not to use the Data for commercial purposes or any other purpose not authorized under this Agreement;
- e) Not to share any Data for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant, or order;

- f) To execute the PII Certification on an annual basis, starting from the Effective Date; and
- g) Not to sell, copy, modify, sublicense, distribute, reverse engineer, decompile, or create derivative works of the Data except as required for the Purpose of this Agreement.

## 5. INFORMATION SECURITY INCIDENT AND DATA BREACH.

- a) **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this plan in its sole discretion, and Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.
- b) **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to

prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.

- c) **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.
- d) **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

## **6. TERM AND TERMINATION.**

- a) **Termination on Notice.** Transferring Agency shall have the right to terminate this Agreement upon written notice to Recipient. Upon such termination, all access to, use of, and further receipt of the Data shall be deemed terminated.

## **7. LIABILITY.**

Recipient shall be responsible for and shall ensure that its contractors shall be responsible for, storing, maintaining, accessing, and disclosing any Data received under this Agreement in compliance with all applicable laws and regulations and provisions of this Agreement. Each Party to this Agreement shall be responsible for its failure to store, maintain, access, or disclose Data in violation of any applicable laws, regulations, or the provisions of this Agreement, and shall be liable for the failure of its contractors to store, maintain, access, or disclose Information in violation of any applicable laws, regulations, or provisions of this Agreement.

## **8. NO WARRANTY.**

Recipient acknowledges and agrees that the Transferring Agency makes no representation or warranty as to the accuracy or completeness of the Data. Recipient acknowledges and agrees that the Transferring Agency shall have no

liability resulting from any use of Data Recipient receives. Any Data disclosed under this agreement is disclosed without representation or warranty of any kind, whether express, implied, or statutory. Recipient expressly agrees that any reliance upon or conclusions drawn from the Data shall be at such Recipient's own risk to the maximum extent permitted by law and shall not give rise to any liability of or against the Transferring Agency. Except as otherwise set forth in this Agreement, Recipient hereby waives and releases Transferring Agency from any claims arising out of or related to Recipient's access or use of Data received from Transferring Agency.

#### **9. INJUNCTIVE RELIEF.**

Recipient acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages are an insufficient remedy. Accordingly, Recipient acknowledges and agrees that, without limiting any other remedies Transferring Agency may have under contract, at law or at equity, Transferring Agency is entitled to equitable relief for any threatened or actual breaches of this Agreement without the posting of a bond.

#### **10. LEGAL REQUESTS.**

Transferring Agency acknowledges and agrees that Recipient, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

## **ATTACHMENT A - DATA TO BE SHARED**

### **Data to be Shared**

Licensing Application - Account records (provider licensing information)

Colorado Shines Quality Rating and Improvement System (QRIS) Application

Grant distribution statuses (grant applications)

For Child Care Resource and Referral (CCR&R) Agencies Only: Accounts and Client and Child information to facility to facilitate Child Care searches and referrals.

### **HOW DATA WILL BE SHARED**

Log into Salesforce and can only see accounts and applications that are in their defined council areas. Grant Distribution Status (grant applications and related attachments to the application), QRIS applications - program quality records, classrooms, Professional Development Information System (PDIS) of staff, contacts of the program.

For CCR&R Agencies Only: Accounts and Client and Child information to facility to facilitate Child Care searches and referrals.

### **Authorized Personnel and Contractors**

Pursuant to **Section 4** of the Agreement, Recipient will only provide the Data to the following individuals or entities:

Early Childhood Council Coordinator, Early Childhood Quality Improvement (EQI) Navigator and Navigator Plus who have an issued license to use the Salesforce data system as managed by the QRIS/Salesforce System Administrator.



## **ATTACHMENT B**

### **Information Technology Provisions**

This Attachment regarding Information Technology Provisions (the “Attachment”) is an essential part of the agreement between the Transferring Agency and Recipient as described in the Agreement to which this Attachment is attached. Unless the context clearly requires a distinction between the Agreement and this Attachment, all references to “Agreement” shall include this Attachment.

#### **1. Protection of System Data**

- a. In addition to the requirements of the main body of this Agreement, if Recipient or any Subcontractor is given access to Transferring Agency Information Technology resources or Transferring Agency Records by the Transferring Agency or its agents in connection with Recipient’s performance under the Agreement, Recipient shall protect such Information Technology resources and Transferring Agency Records in accordance with this Attachment. All provisions of this Attachment that refer to Recipient shall apply equally to any Subcontractor performing work in connection with the Agreement.
- b. The terms of this Attachment shall apply to the extent that Recipient’s obligations under this Agreement include the provision of Information Technology goods or services to the Transferring Agency. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
  - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
  - ii. The creation, use, processing, disclosure, transmission, or disposal of Transferring Agency Records, including any data or code, in electronic form; and
  - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- c. Recipient shall, and shall cause its Subcontractors to meet all of the following:
  - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
  - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and



improvements or enhancements consistent with evolving industry standards.

- iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
- iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
- v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
- vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at:

- 1. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>

- d. Subject to Recipient's reasonable access security requirements and upon reasonable prior notice, Recipient shall provide the Transferring Agency with scheduled access for the purpose of inspecting and monitoring access and use of Transferring Agency Records, maintaining Transferring Agency systems, and evaluating physical and logical security control effectiveness.
- e. Recipient shall perform current background checks in a form reasonably acceptable to the Transferring Agency on all of its respective employees and agents performing services or having access to Transferring Agency Records provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to Transferring Agency Records shall be deemed to be current.
  - i. Upon request, Recipient shall provide notice to a designated representative for the Transferring Agency indicating that background checks have been performed. Such notice will inform the Transferring Agency of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

## 2. Data Handling

- a. Recipient may not maintain or forward these Transferring Agency Records to or from any other facility or location, except for the authorized and



approved purposes of backup and disaster recovery purposes, without the prior written consent of the Transferring Agency. Recipient may not maintain Transferring Agency Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

- b. Recipient shall not allow remote access to Transferring Agency Records from outside the United States, including access by Recipient's employees or agents, without the prior express written consent of OIS. Recipient shall communicate any request regarding non-U.S. access to Transferring Agency Records to the Security and Compliance Representative for the Transferring Agency. The Transferring Agency shall have sole discretion to grant or deny any such request.
- c. Upon request by the Transferring Agency made any time prior to 60 days following the termination of this Agreement for any reason, whether or not the Agreement is expiring or terminating, Recipient shall make available to the Transferring Agency a complete download file of all Transferring Agency data.
  - i. This download file shall be made available to the State within 10 Business Days of the Transferring Agency's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Transferring Agency Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
  - ii. Upon the termination of Recipient's provision of data processing services, Recipient shall, as directed by the Transferring Agency, return all Transferring Agency Records provided by the Transferring Agency to Recipient, and the copies thereof, to the Transferring Agency or destroy all such Transferring Agency Records and certify to the Transferring Agency that it has done so. If any legal obligation imposed upon Recipient prevents it from returning or destroying all or part of the Transferring Agency Records provided by the Transferring Agency to Recipient, Recipient shall guarantee the confidentiality of all Transferring Agency Records provided by the Transferring Agency to Recipient and will not actively process such data anymore. Recipient shall not interrupt or obstruct the Transferring Agency's ability to access and retrieve Transferring Agency Records stored by Recipient.
3. The Transferring Agency retains the right to use the established operational services to access and retrieve Transferring Agency Records stored on Recipient's infrastructure at its sole discretion and at any time. Upon request of the



Transferring Agency or of the supervisory authority, Recipient shall submit its data processing facilities for an audit of the measures referred to in this Attachment in accordance with the terms of this Agreement.

4. Compliance

a. In addition to the compliance obligations imposed by the main body of the Agreement, Recipient shall comply with:

i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at”

<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>

ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Recipient’s performance under the Agreement. Such obligations may arise from:

1. Health Information Portability and Accountability Act (HIPAA)
2. Internal Revenue Service (IRS) Publication 1075
3. Payment Card Industry Data Security Standard (PCI-DSS)
4. FBI Criminal Justice Information Service Security Addendum
5. Content Management System (CMS) Minimum Acceptable Risk Standards for Exchanges
6. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

b. Recipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Recipient’s performance under the Agreement.

c. Recipient shall allow the Transferring Agency reasonable access and shall provide the Transferring Agency with information reasonably required to assess Recipient’s compliance. Such access and information shall include but is not limited to:

i. An annual System and Organization Controls 2 (SOC2) Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or



- ii. The performance of security audit and penetration tests, as requested by OIS.
- d. To the extent Recipient controls or maintains information systems used in connection with Transferring Agency Records, Recipient will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by OIS. Recipient will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the Transferring Agency. The Transferring Agency will work with Recipient and OIS to prepare any requests for exceptions from the security requirements described in this Agreement and its Attachments, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

## **ATTACHMENT C ROLE-BASED USE POLICY**

This Role Based Use Policy sets for the purposes for which Recipient may use Data shared through this Agreement. Any capitalized terms that are undefined in this Role-Based Use Policy shall have meaning set forth in the Agreement. Recipient acknowledges and agrees that the Transferring Agency may amend this Role-Based Use Policy at any time upon 30 days prior written notice to Recipient. If a Recipient is uncomfortable with any changes to this Role-Based Use Policy, it may terminate this Agreement immediately upon written notice to the Transferring Agency.

Recipient acknowledges and agree that it may only use or access the Data shared for the following purposes pursuant to the terms of the Agreement:

Colorado Department of Early Childhood (CDEC) manages the access level for all roles and defines the field level access for these specific roles as managed by the QRIS Salesforce System Administrator for the following roles:

1. Early Childhood Council Coordinator
2. Early Childhood Quality Initiatives (QI) Navigator
3. Early Childhood QI Navigator Plus

## Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: Gunnison County
- ii. Subrecipient Unique Entity ID number: **NSN9FAGKEDJ9**
- iii. The Federal Award Identification Number (FAIN) is
  - a) **2402COCCDD - CCDF Discretionary 24**
  - b) **2502COCCDD - CCDF Discretionary 25**
- iv. The Federal award date is
  - a) **CCDF Discretionary 24 - 1/31/2024**
  - b) **CCDF Discretionary 25 - 1/13/2025**
- v. The subaward period of performance start date is **July 1, 2025** and end date is **June 30, 2026**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract to the Subrecipient by CDEC
SFY26	<p>CCDF Discretionary 24 - \$15,201.71*</p> <p>CCDF Discretionary 25 - \$29,505.02*</p> <p>*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$4,388,784 (CCDF Discretionary 24 - \$1,919,775; CCDF Discretionary 25 - \$2,469,009) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit C, Section 12.</p>

vii. Federal award project description:

- a) **CCDF Discretionary 24 – Child Care and Development Fund**
  - b) **CCDF Discretionary 25 – Child Care and Development Fund**
- viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 710 South Ash Street, Building C, Glendale, CO 80246, [Karen.Enboden@state.co.us](mailto:Karen.Enboden@state.co.us)**;
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is if applicable:
- a) **CCDF Discretionary 24 – ALN #93.575, Child Care and Development Fund, and dollar amount is \$35,389,203;**
  - b) **CCDF Discretionary 25 - ALN #93.575, Child Care and Development Fund, and dollar amount is \$39,029,027;**
- x. This award is **not** for research & development
- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the **General Provisions, Exhibit A - Statement of Work, Exhibit C - Additional Provisions and Exhibit F - Grant Federal Provisions.**
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the **General Provisions, Exhibit A - Statement of Work, Exhibit C - Additional Provisions and Exhibit F - Grant Federal Provisions.**
- 4) Subrecipient’s approved indirect cost rate is CDEC negotiated rate of 0 %.
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient’s records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.332 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 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.
- 8) **Matching Funds.**
- i. Subrecipient is not required to provide matching funds.

## 1. Definitions.

1.1 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.

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

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

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

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

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

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

1.1.1.2 Award *does not* include:

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

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

1.1.1.2.3 Any award classified for security purposes; or

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

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

- 1.1.3 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4 “Unique Entity ID number” or “UEI” is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 1.1.5 “Entity” means:
  - 1.1.5.1 If the source of the funding is a Grant:
    - 1.1.5.1.1 a Non-Federal Entity; or
    - 1.1.5.1.2 a non-profit organization or for-profit organization.
  - 1.1.5.2 If the source of funding is not a Grant:
    - 1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
    - 1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
    - 1.1.5.2.3 a foreign public entity;
    - 1.1.5.2.4 a domestic or foreign non-profit organization;
    - 1.1.5.2.5 a domestic or foreign for-profit organization; and
    - 1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.

- 1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.12 “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13 “Nonprofit Organization” means any organization that:
- 1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2 Is not organized primarily for profit;
  - 1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and
  - 1.1.13.4 Is not an IHE.
- 1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15 “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.
- 1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17 “Subaward” means an award 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.
- 1.1.18 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” 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.
- 1.1.19 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.

- 1.1.20 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21 “Total Compensation” means the cash and noncash dollar value 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).
- 1.1.22 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. Compliance.**

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

## **3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.**

- 3.1 SAM. Contractor/Grantee must obtain a UEI but are not required to fully register in Sam.gov. Contractor/Grantee shall maintain the currency of its information in SAM

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

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in [www.sam.gov](http://www.sam.gov) at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

#### **4. Total Compensation.**

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

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

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

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

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

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

#### **5. Reporting.**

5.1 If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and

Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

## **6. Effective Date and Dollar Threshold for Reporting.**

- 6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **7. Subrecipient Reporting Requirements.**

- 7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
- 7.2 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 Prime Recipient no later than the end of the month following the month in which the Subaward was made:
  - 7.2.1 Subrecipient UEI Number;
  - 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
  - 7.2.3 Subrecipient parent's organization UEI Number;
  - 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
  - 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.3.1 Subrecipient's UEI Number as registered in SAM.

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

## **8. Procurement Standards.**

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

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

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

## **9. Access to Records.**

9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

## **10. Single Audit Requirements.**

- 10.1 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.
- 10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.3 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.
- 10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **11. Contract/Grant Provisions for Subrecipient Contracts.**

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

- 11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.8 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.
- 11.9 Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.
- 11.11 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.

## **12. Certifications.**

12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. 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.

## **13. Exemptions.**

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

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

## **14. Event of Default and Termination.**

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

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

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

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

14.2.3 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  
14.2.4 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

## **15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.**

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

15.2 **Close-Out:** Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this 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. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

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Exhibit End

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## 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.

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 not organized primarily for profit; and
- 2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and

- 2.1.8.4. 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
  - 16.1.1. 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.

**STATE OF COLORADO**

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS  
TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Matthew Birnie, on behalf of Gunnison County (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: Matthew Birnie

Title: County Manager

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

# STATE OF COLORADO MODIFICATION

## SAMPLE OPTION LETTER

<p><b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246</p> <p><b>Contractor</b> Insert Contractor's Full Legal Name Contractor's Address City, State, Zip</p> <p><b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract</p> <p><b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option</p> <p><b>Contract Performance Beginning Date</b> Month Day, Year</p>	<p><b>Current Contract Expiration Date</b> Month Day, Year</p> <p><b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx <span style="float: right;">\$0.00</span> CT QAAA 20xx- GAE QAAA 20xx-</p> <p>*And \$[enter amount of GAE] pooled GAE shared amongst various contractors as described in Contract, see Exhibit C Section 12.</p> <p>*Any amount paid against Holdover 24 QAAA 000000 prior to execution of this Contract shall be reduced from the Contract Maximum Amount.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Extension Terms</td> <td></td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>Total for All State Fiscal Years</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> </table>	Extension Terms		State Fiscal Year 20xx	\$0.00	<b>Total for All State Fiscal Years</b>	<b>\$0.00</b>						
Extension Terms													
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State Fiscal Year 20xx	\$0.00												
State Fiscal Year 20xx	\$0.00												
<b>Total for All State Fiscal Years</b>	<b>\$0.00</b>												

**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 Month Day, Year, whichever is later.

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

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

SAMPLE ONLY

SAMPLE ONLY

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By: Stephanie Beasley, Deputy Executive Director  
Mary Alice Cohen, Chief Program Officer, Office  
of Program Delivery  
Lisa Castiglia, Deputy Chief Financial Officer

---

By: Jeanni Stefanik, Acting CDEC Controller

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

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

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

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

**Agenda Item:** Grant Application; Track 1 Competitive Grant Appli

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Proposal provides funding for community resource navigation, specifically enrolling uninsured community members into Health First colorado

**Fiscal Impact:** 24193.40

**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: 5/28/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/29/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/29/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025



**COLORADO**  
Department of Health Care  
Policy & Financing  
1570 Grant Street  
Denver, CO 80203

# Track 1 Competitive Grant Application

*FY 2025-26 County Grant Program*

**Release Date:** May 2025

**Instructions:** Complete the Track 1 Grant Application for all proposed projects except for equipment requests. Information on Targeted Grants will be released at a later date.

**Due Date:** Close of Business, June 6<sup>th</sup> 2025

**Email:** [HCPFCountyRelations@state.co.us](mailto:HCPFCountyRelations@state.co.us).

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## Part I - Grant Proposal Program Manager

County	<a href="#">Select the Applicant County from this Dropdown</a>
Grant Proposal Program Manager Name:	Elizabeth Holena
Phone	(970)641-3244
Email	elizabeth.holena@state.co.us

## Part II - Proposed Project Alignment with Department Pillars of Strategic Direction

### *Project Name*

Please provide a Project Name to identify your proposed project

Health First Colorado Community Specialist

### *Project Overview*

Please provide a brief description of the proposed project

Gunnison County will collaborate with community members, local Health First Colorado Providers and local like serving institutions and agencies to enhance customer services, improve member access to care, and prioritize the health needs of persons in the criminal justice system.

### *Department Pillars of Strategic Direction*

The proposed project can support the Department’s Pillars of Strategic Direction or Preferred Projects.

Select the Department Pillar or Preferred Project that aligns with the proposed project. Explain how the proposed project supports the selected Pillar or Preferred Project.

**Maximum Score = 3 Points**



*Department Pillars of Strategic Direction*

**HCPF Strategic Pillars**

- **Member Health: Improve quality of care and member health outcomes while reducing disparities in care.**
- **Care Access: Improve member access to affordable, high-quality care.**
- **Operational Excellence and Customer Service: Provide excellent service to members, providers and partners with compliant, efficient, effective person- and family-centered practices.**
- **Health First Colorado Value: Ensure the right services, at the right place and the right price.**
- **Affordability Leadership: Reduce the cost of health care in Colorado to save people money on health care.**
- **Employee Satisfaction: Invest in HCPF employees at all levels while improving equity, diversity, inclusion and accessibility.**

*Provide a detailed explanation of how the proposed project meets the Department’s Pillars of Strategic or Preferred Project. (350 words or less)*

Gunnison County Department of Health and Human Services (GCDHHS) continues to select a project aligned with a focus on both care access and operational excellence and customer service. GCDHHS is striving to improve member access to affordable, high quality care with the development of the Health First Colorado Community Specialist who will imbed in the community acting as an access point for Health First Colorado and Health Literacy. The Health First Colorado Community Specialist will partner with other local institutions, such as with The Gunnison Watershed School District, Crested Butte Mountain Resort, Western State University and The Gunnison County Jail to expand efficient access to health insurance. The Specialist will spend a portion of each week physically onsite at different locations, including homes, facilities, and other alternate sites to reduce barriers to care. GCDHHS currently has approximately 3166 Health First Colorado Members enrolled each month. According to the Colorado Health Institute Survey from 2023, over 8.7% of Gunnison County’s community members are uninsured, compared to 4.6% of the statewide population, or 8.9% of the population. A regional health assessment



completed by the West Central Public Health Partnership identified 7.1% of children in Gunnison county were eligible but not enrolled in Medicaid and CHP+. In a population of approximately 17,000, these rates are high. The office of the Assistant Secretary for Planning and Evaluation estimates that 14.7% of Gunnison County's population who are non-elderly are uninsured. The data combined shows between 8.6% and 14.7% Gunnison County Residents are uninsured. Working directly with medical providers, agencies, institutions, community members and incarcerated individuals the specialist will help identify the population in the community that may be eligible but not enrolled in Health Insurance. The Specialist will identify barriers to enrollment through a person-centered outreach approach providing timely, accurate information and communicating clearly and positively throughout the process. While onsite, the Specialist will assist with enrollment, referrals and health literacy around Health First Colorado for both providers and customers and will complete follow up for successful enrollment. In addition, the project will continue in the development of cross agency partnerships and collaborations through the Health Coalition of the Gunnison Valley. The Health Coalition is a team of professionals across disciplines committed to improved community wide health. By providing education across our valley on Health First Colorado, the project will build community wide capacity to enhance referrals, customer service and access.

### *Project Description*

Provide a high-level description of the proposed project including: implementation timelines; responsible individuals; data and metrics utilized to implement and/or measure outcomes; and, other important details about the proposed project.

*Provide an explanation of the proposed project. (750 words or less)*

The mission of GCDHHS is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community. The Health First Colorado Community Specialist will provide direct support to Health First Colorado Providers and other community agencies working directly with low income individuals and families. The Health First Colorado Community Specialist will act as a bridge for medical and non-medical providers to Health First Colorado, responding when needed to assist vulnerable individuals and families with successfully completing the application and enrollment process. The Health First Colorado Community Specialist will work 20 hours each week and will reside within the Aging and Disability Team and Multi-Cultural Resource Team. Both teams will work closely with the Economic Security Team. Through this collaboration, The Health First Colorado Community Specialist will identify all Health First Colorado Providers and agencies serving low income individuals and families and will allocate a portion



of his/her time to being available for providers and clients. The Health First Colorado Community Specialist will have office space and a direct line, allowing them to be available to respond to referrals and communicate effectively. The Specialist will assist with the completion of applications in a variety of settings, tailoring services to the unique needs of each individual. The Health First Colorado Community Specialist will make referrals and warm handoffs to other community agencies as needed. In addition, the Health First Colorado Community Specialist will attend fundamental program training. The Health First Colorado Community Specialist will be responsible for creating data tracking matrix to include # of contacts, location or methodology of contacts, referrals from various providers, number of applications and redeterminations completed, and number of successful enrollments. The Aging and Disability Manager will act as the project manager and the Health First Colorado Community Specialist will be supervised by both the Aging and Disability Manager and the Community Health Manager. To improve customer service excellence, Specialists will be bilingual and will have a developed skillset including active listening, empathy, and transparency.

Timeline will include:

1. July, 2025-August, 2025: The Health First Colorado Community Specialist will develop relationships with all the Colorado Health First Providers in the community and with all institutions serving low income individuals and families.
2. August, 2025-June, 2026: The Health First Colorado Community Specialist will begin with onsite visits at medical centers and other institutions to be available for all Health First Colorado related items and to enroll uninsured individuals in Health First.
3. July, 2025-June, 2026: Consistent Health Coalition meetings held monthly
4. July 2025-August 2025: The Health First Colorado Community Specialist creates data tracking matrix to include # of contacts, location or methodology of contacts, referrals from medical providers, number of applications completed and outcome of enrollment.
5. May 2026-Report out completed



### Part III - Data & Metrics

#### *Data and Metrics: Current and Future State*

Describe the data and metrics that will be tracked to identify the project’s success in both the current and future state of affairs. **Maximum Score = 3 Points**

1. Health First Provider Specialist Onsite Education
  - Current: 0
  - Future: 10
  
2. Agencies/Institutions Specialist Onsite Education
  - Current:0
  - Future:5
  
3. Number of clients able to successfully enroll and maintain enrollment with help from the Community Health Specialist (new enrollments and redeterminations)
  - Current: 0
  - Goal: 100
  
4. Increase Number of members enrolled in Health First CO Current:
  - Current: 3166
  - Goal: 3300



### Data and Metrics: Measuring and Tracking Goals and Objectives

Describe the intended plan for measuring and tracking goals and objectives of the project, identifying the individual(s) responsible for each activity.

Data and/or Metric	Responsible Individual
Goal: To improve access to Health First Colorado to uninsured or underinsured community members and to increase customer service to our community members, providers and partners.	Health First Colorado Community Specialist
Objective 1:  Community members will have increased access to Health First Colorado Specialist at medical appointments or in other agencies serving low income individuals and families	Health First Colorado Community Specialist
Output:  10 Partnerships with Health First Colorado Providers	Health First Colorado Community Specialist
Output:  5 Partnerships with low income serving agencies	Health First Colorado Community Specialist
Objective 2:  Individuals will successfully complete Health First Colorado enrollment process	Health First Colorado Community Specialist
Output:	Health First Colorado Community Specialist



50 individuals enrolled with assistance of Specialist	
50 individuals assisted with redeterminations	
Output: Managed Data and metrics	Health First Colorado Community Specialist
Objective 3 10 Community Collaborative meetings	Health Coalition Coordinator

### Part IV - Project Work Plan

Provide a work plan that lists the major task/activities and due dates to be performed to accomplish the project’s goal(s) by completing the table below.

The applicant can attach a separate Project Work Plan to the application so long as the applicant’s Project Work Plan also includes the same information as the Project Work Plan in Part IV.

<i>Provide a work plan in the following table and expand as needed.</i>

MAJOR TASK OR ACTIVITY	TASK/ACTIVITY/START/ COMPLETION DATES	RESPONSIBLE INDIVIDUAL	DELIVERABLE
Develop connection with all Colorado Health First Providers and other institutions in the community.	Start Date: 7/15/2025  Completion Date: 8/31/2025	Health First Colorado Community Specialist	Customers and providers have a direct line to a Community Health Specialist
Create a data tracking	Start Date: 7/15/2025  End Date:	Health First Colorado	HCPF and DHHS will be able to evaluate and



system to include:	8/31/2026	Community Specialist	success of project
Individual Assistance in enrollment and redeterminations	Start Date: 7/15/2025 End Date: 6/31/2026	Health First Colorado Community Specialist	Individuals will have assistance and will successfully complete the application process
Host community collaborations	Start Date: 8/1/2025 End Date: 6/31/2026	Health Coalition Coordinator	Increased and closer relationships among advocacy groups, providers, stakeholders and community agencies and organizations

## Part V - Project Budget

### *Cost Allocation: Inclusion of other social services programs*

**Please select which social services programs the proposed project would impact for cost allocation purposes (select all that apply):**

**Medical Assistance ONLY X**  
**Medical Assistance AND other public assistance programs**

Proposed projects that are not Medical Assistance-only require expenses be cost allocated at a set percentage determined by the approved State Random Moment Sampling (RMS) program. The county will be responsible for the portion of the cost allocation not paid for by the Department of Health Care Policy and Financing. In the section below, please address how the county will ensure the project impacts or involves the administration of Medical Assistance or the services provided for Medical Assistance members. See



Appendix D, Conditions of Funding, for Budget and Audits and Sanctions clauses.

*This section is only applicable if the application is requesting Medical Assistance-only funding or that no cost allocation be applied. Please note that in some instances, 100% time reporting may allow for a greater cost allocation than the methodology described above.*

*Please address how the county department determined which social services programs will be impacted by the proposed project.*

*If Medical Assistance was the only social services program selected, please describe how the Grant Manager will ensure that the funding is used for Medical Assistance only.*

*(400 words or less)*

Gunnison County Project Manager and Staff will directly monitor day to day activities of the Colorado Health First Community Specialist to assure they are Health First Colorado Specific. The Specialist will assure that matching funding is used to support enrollment in non-Medical Assistance Programs using direct time reporting.

### ***Feasibility and Reasonableness of the Budget***

Provide a narrative that explains how the budget categories and amounts were determined.

- Provide supplemental documentation as noted in Appendix D, County Grant Program Conditions of Funding
- Describe any intended inclusion of county resources dedicated to the project, identifying these resources as county-provided.

**Maximum Score = 3 Points**

*Please provide a Budget Narrative. (500 words or less)*

1. The Budget for wage and benefits was determined using the county’s existing wage and benefits structure. The three staff people involved will participate in 100% time reporting.
2. The budget for computer, phone and office equipment is an estimate from Gunnison County’s IT Department



3. Travel is based on anticipated mileage to trainings and the target areas within the community based on federal reimbursement rates.

5. Reimbursement of expenditures related to this grant will occur through the MUNIS, the County’s Financial Management System. 6. Gunnison County will provide office space.

**Itemized Budget**

- Provide a budget that includes a detailed itemization of project costs including personnel and other items directly associated with the implementation of the project.
- The total budgeted amount should **equal** the total amount paid for deliverables on the Project Work Plan.
- Year-End Report Out requires the county to attend the close out meetings in person. All associated travel costs to the Department’s office in Denver, CO must be included in the Itemized Budget. See Appendix D, County Grant Program Conditions of Funding and Monitoring Plan, for more information.

*Provide a budget in the following table and expand as needed.*

ITEM BRIEF DESCRIPTION	RATE AND UNIT OF MEASURE	QUANTITY	TOTAL FOR PROJECT
Year-End Report Out - Travel Costs	420 miles x \$.70 2 hotel rooms x 3 nights @ \$200 Meals per diem \$81 x 3 days, x 3 people	X 3	\$2,619
Benefits Specialist	\$51.51 wage and	20 hrs/wk	\$12362.40



	fringe including fringe		
Health Coalition Coordinator	\$43/hr	2hrs/wk	\$4432.00
Gas	400 miles	\$.70	\$280
Phone	IP Phone and computer \$250/month	x12	\$3000
Outreach	\$1500	TBD	\$1500
<b>PROJECT BUDGET TOTAL</b>			<b>\$24,193.40</b>

### Part VI - Tracking and Documentation

Expenditures associated with awarded grant funds must be tracked and accounted for separately from other county administrative expenditures. Please describe the methodology you will utilize to track these expenditures. This should include funds spent, allocation and time tracking of staff, and documentation kept.

*Provide a description of the grant funding tracking methodology (300 words or less).*

*Gunnison County Department of Health and Human Services Finance Department will create a unique code separate from other county expenditures. Staff will report 100% time following the pre-establish county time reporting process. All time sheets are signed by a county manager. The Finance Office will use MUNIS to manage and track financial expenditures and costs associated with this project.*

### Part VII - Sustainability

Our mission is to improve health care access and outcomes for the people we serve while demonstrating sound stewardship of financial resources.  
[www.colorado.gov/hcpf](http://www.colorado.gov/hcpf)



County Grant Program expenditures must be spent in the fiscal year for which they were awarded. This funding is intended for one-year innovation projects. Funding will not be extended to the same project in following years.

Based on the data and metrics described in “Part III - Data & Metrics,” please answer these questions:

- How will the county determine if the project was a success?
- If the project is a success, how will the project be sustained without funding from the County Grant Program?
- What steps is the county taking in the project design and implementation to ensure the project is sustainable after grant funding is exhausted?

**Maximum Score = 3 Points**

*The County will determine if this project was a success if 80% (8/10) identified providers and 75% of identified agencies serving low income individuals establish a process with the Specialist during business hours. In FY25-26, this position, if successful, may be funded by the County Administration Allocation fund, if allocated by Colorado’s Department of Health Care Policy and Financing, along with TANF reserves and monies from CSBG or other grant opportunities.*



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

**Agenda Item:** Intergovernmental Agreement Re: Nurse Home Visitor

**Action Requested:** County Manager Signature

**Parties to the Agreement:** County of Montrose through its Board of County Commissioners

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

**Summary:**

An Intergovernmental agreement with Montrose County for the Nurse Family Partnership funding support for a Public Health Nurse position.

**Fiscal Impact:**

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

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/27/2025

**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 5/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/28/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

**INTERGOVERNMENTAL AGREEMENT  
RE: NURSE HOME VISITOR PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** shall be effective as of this \_\_\_ day of \_\_\_\_\_, 2025, between the County of Montrose, by and through its Board of County Commissioners (“Montrose”), a body politic and corporate, duly organized and existing within the State, whose address is 1140 N. Grand Ave, Ste 125, Montrose, CO 81401, and the County of Gunnison County, by and through its Board of County Commissioners (“Gunnison County”), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison County, CO 81230.

**RECITALS**

**WHEREAS**, Montrose County entered into a Contract with the State of Colorado regarding the Nurse Home Visitor Program (“NHVP”), contract number CT QAAA 2025-2025-1082, GAE QAAA 2025-184, 25 QAAA 190680, effective July 1, 2024, which Contract provided for program requirements and funding for NHVP services for several area counties, including Gunnison County, which is referred to herein as “State Task Order;” and

**WHEREAS**, such State Task Order allocates monies for provision of NHVP services in Gunnison County; and

**WHEREAS**, Montrose desires to enter into this subcontract for the provision of NHVP services in Gunnison County, and Gunnison County desires to provide such services on behalf of Montrose, and in compliance with the State Task Order;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Montrose and Gunnison County enter into this Intergovernmental Agreement as follows:

**SECTION I. DESCRIPTION OF WORK**

The purpose of the NHVP is to provide in-home registered nurses to assist first-time mothers with education and resources surrounding early childhood development,

with a goal of combating the impacts of poverty on the mother and child while maintaining fidelity to the model elements of the program.

Gunnison County shall provide NHVP services in Gunnison County to Gunnison County residents by assigning a staff member to work thirty (30) hours per week dedicated to NHVP services. Any time dedicated tasks required by Gunnison County outside of the duties defined under this Agreement shall be paid for by Gunnison County. As part of this contract, Montrose County shall be included in the hiring process to ensure compatibility between the NHV and Nurse Supervisor. Gunnison County shall ensure this employee at minimum possesses a Bachelor's of Science in Nursing and holds current licensure in Colorado and understands the mission of NHVP, is trained and certified as a Nurse Home Visitor, in order to provide services in furtherance of that mission.

Due to the nature of the NFP Program and the necessity to provide consistent support to enrolled clients under the oversight of the Nurse Supervisor, Montrose County shall be informed of all leave taken by the Gunnison County NHV. To ensure continuity of care and appropriate staffing, any request for leave by the Gunnison County NHV shall require the inclusion and consultation of the Nurse Supervisor. The Nurse Supervisor shall be informed of all leave requests in advance and shall participate in the review and approval process of such requests. Montrose County shall be included in the decision to grant leave beyond 5 consecutive business days in order that alternative coverage may be arranged. The Nurse Supervisor will discuss with the Gunnison County Administrator the program impacts and coverage availability for any request in order that an informed decision may be made in regards to leave requests. This applies to all forms of leave, including but not limited to vacation, sick leave, personal leave and any extended or medical leave.

Gunnison County agrees to understand and comply with all NHVP program guidelines and will strive to maintain a full caseload pursuant to program requirements. Gunnison County and Montrose County Administrators assigned to NHVP are required through collaborative efforts to provide all services listed in the Montrose County Nurse

Home Visiting Program (Nurse-Family Partnership) Leadership Roles and Responsibilities, attached hereto and incorporated herein as Exhibit 3. In addition, Gunnison County and Montrose County will work together to revise and update the Leadership Roles and Responsibilities ongoing to foster continued collaboration and strengthen the NFP Program in Gunnison County.

While Gunnison County is an independent contractor, as specified below, Gunnison County agrees to have the regularly assigned NHV report to Montrose County's NHVP Nursing Supervisor by meeting with the Supervisor on a weekly basis for reflective supervision. These visits will be either virtual or in-person as prescribed by the Montrose County Nursing Supervisor. Additionally, the Gunnison County NFP Administrator will meet with the Montrose County Nursing Supervisor on, at minimum, a bi-weekly basis to report employee and programmatic concerns and/or accomplishments and receive feedback in the same regard.

In providing such services, Gunnison County shall understand comply with all relevant requirements of the State Task Order, and with all Federal, State and Municipal laws, rules, and regulations that are now, or may in the future become, applicable to the work performed under this Agreement and the State Task Order.

## **SECTION II. COMPENSATION**

In consideration of Gunnison County's provision of NHVP services in Gunnison County, Montrose shall compensate Gunnison County as invoiced, but not to exceed the annual amount of \$107,000 for the term of this Agreement.

Gunnison County shall invoice Montrose County monthly, within thirty (30) days of the end of each month. Montrose County shall remit payment within sixty (60) days of receipt of each invoice.

It is specifically understood and agreed that Montrose's obligation to pay Gunnison County under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison County out of Montrose County's

separate funds, or from any other source of funds outside the State funding for the NHVP.

### **SECTION III. RELATIONSHIP OF PARTIES**

This Agreement is intended to create an Independent Contracting relationship. Gunnison County shall be responsible for hiring or retaining, and compensating, all staff necessary to provide the services contemplated under this Agreement. Neither Gunnison County, nor any agent or employee of Gunnison County, shall be deemed to be an agent or employee of Montrose. Gunnison County shall remain responsible for payment of any and all required employment taxes, income taxes, or other applicable taxes, on any monies paid by Gunnison County for provision of services under this Agreement. Gunnison County acknowledges that Gunnison County and its employees are not entitled to unemployment insurance benefits unless Gunnison County, or a third party, provides such coverage, and that Montrose does not pay for, or otherwise provide, such coverage.

Gunnison County shall have no authorization, express or implied, to bind Montrose to any agreements, liability, or understanding, except as expressly set forth herein.

### **SECTION IV. INSURANCE, LICENSING, LIABILITY**

Gunnison County shall provide and keep in force worker's compensation and unemployment compensation insurance in amounts required by law, and shall maintain all insurance required by the State Task Order. Gunnison County acknowledges that it shall be solely responsible for the acts of Gunnison County, and its employees and agents.

With respect to the individual nurse(s) utilized by Gunnison County to provide services under this Agreement, and any other professional hired or retained to provide such services, Gunnison County shall ensure that the individual's professional license is valid and current, and that professional malpractice liability insurance is in force to cover the acts and omissions of the professional during the term of this Agreement.

### **SECTION V. TERM AND TERMINATION**

Although this Intergovernmental Agreement is executed after the effective date, its term shall commence on the date first written above, and shall continue through June 30, 2026.

This Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

#### **SECTION VI. SUPERVISION**

In the provision of services under this Agreement, Gunnison County is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, Montrose shall have the right to monitor and evaluate the performance of Gunnison County to ensure that the terms of this Agreement, and the relevant requirements of the State Task Order, are being satisfactorily met while maintaining fidelity to the model elements of the program.

#### **SECTION VII. RECORDS**

Gunnison County shall comply with all records requirements of NHVP. All records produced and subsequently maintained pursuant to this Agreement and work performed on behalf of NHVP are, at all time, the property of Montrose County. Gunnison County shall store all physical records created as described herein at its facility, with Montrose County to have full access upon demand. Electronic records created pursuant hereto shall be stored on a database shared by Gunnison County and Montrose County, which database shall be hosted by and maintained by Montrose County.

In the event that records are scheduled to be archived pursuant to records retention policies, or the event upon termination of this or a similar subsequent agreement between the Parties to provide NHVP services, all records shall be turned over to Montrose County for determination of permanent disposition.

#### **SECTION VIII. GENERAL PROVISIONS**

1. The parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise

transferred to a third party without the prior written consent and agreement of the parties.

2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both parties.

4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the parties.

5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both parties under Colorado statute or other laws.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the respective parties have set their signatures effective the day and year last signed below.

**MONTROSE COUNTY  
HUMAN SERVICES**

**MONTROSE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jennifer Sherwood, Director

\_\_\_\_\_  
\_\_\_\_\_, Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy Clerk to the Board

DATE:\_\_\_\_\_

**GUNNISON COUNTY  
HEALTH & HUMAN SERVICES**

**GUNNISON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Joni Reynolds, Director

\_\_\_\_\_  
Laura Puckett Daniels, Chair

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy Clerk to the Board

**INTERGOVERNMENTAL AGREEMENT  
RE: NURSE HOME VISITOR PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** shall be effective as of July 1, 2023, between the County of Montrose, by and through its Board of County Commissioners (“Montrose”), a body politic and corporate, duly organized and existing within the State, whose address is 1140 North Grand Avenue, Suite 250, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners (“Gunnison”), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison, CO 81230 (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, Montrose County entered into a Contract dated July 1, 2019 with the State of Colorado regarding the implementation of the Nurse Home Visitor Program (“NHVP”) for several area counties, including Gunnison County. A copy of Contract Amendment #9 to Original Contract 20 IHIA 129469, effective as of June 30, 2022, is attached as Exhibit 1 and incorporated herein. This agreement is referred to herein as “State Task Order;” and

**WHEREAS**, such State Task Order allocates monies for provision of NHVP services in Gunnison County;

**WHEREAS**, Montrose desires to enter into this subcontract for the provision of NHVP services in Gunnison County, and Gunnison desires to provide such services on behalf of Montrose, and in compliance with the State Task Order; and

**WHEREAS**, CRS§ 29-1-203 authorizes the Parties to enter into this Intergovernmental Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Montrose and Gunnison enter into this Intergovernmental Agreement as follows:

**SECTION I.  
DESCRIPTION OF WORK**

The purpose of the NHVP is to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

Gunnison shall provide NHVP services within Gunnison County, and so long as this Agreement is in effect, Montrose shall have no duty to provide NHVP services in Gunnison County. In providing such services, Gunnison shall comply with all requirements of the State Task Order (see attached Exhibits 1 and 2), and with all Federal, State and Municipal laws, rules, and regulations that are now, or may in the future, become applicable to the work performed under this Agreement and the State Task Order.

## **SECTION II. PAYMENTS**

In consideration of Gunnison's provision of NHVP services in Gunnison County, Montrose shall make monthly payments to Gunnison upon receipt of invoices evidencing the work completed. Such payments may not exceed \$112,000 (see Gunnison County NHVP Itemized Budget FY23-24 Exhibit 2), which is the total amount allocated in Fiscal Year 2023-2024 for services in Gunnison County. It is specifically understood and agreed that Montrose's obligation to pay Gunnison under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison out of Montrose County's separate funds, or from any other source of funds outside the State funding for the NHVP.

## **SECTION III. RELATIONSHIP OF PARTIES**

This Agreement is intended to create an Independent Contracting relationship. Gunnison shall be responsible for hiring or retaining, and compensating, all staff necessary to provide the services contemplated under this Agreement. Neither party, nor any agent or employee of party, shall be deemed to be an agent or employee of the other. Gunnison shall remain responsible for payment of any and all required employment taxes, income taxes, or other applicable taxes, on any monies paid by Gunnison for provision of services under this Agreement. Both Parties acknowledges that their employees are not entitled to unemployment insurance benefits

Neither Party shall have authorization, express or implied, to bind the other to any agreements, liability, or understanding, except as expressly set forth herein.

## **SECTION IV. INSURANCE, LICENSING, LIABILITY**

Gunnison shall provide and keep in force worker's compensation and unemployment compensation insurance in amounts required by law, and shall maintain all insurance required by the State Task Order. Both Parties acknowledges that they shall be solely responsible for the acts of their own officials, and its employees and agents.

With respect to the individual Nurse(s) utilized by Gunnison to provide services under this Agreement, and any other professional hired or retained to provide such services, Gunnison shall ensure that the individual's professional license is valid and current, and that professional malpractice liability insurance is in force to cover the acts and omissions of the professional during the term of this Agreement.

Proof of required insurance coverages shall be provided to Montrose upon request.

**SECTION V.  
DURATION; TERMINATION**

The term of this Intergovernmental Agreement shall commence on July 1, 2023, and shall continue through June 30, 2024. The term of this Intergovernmental Agreement may not exceed one year.

It is understood that this Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

**SECTION VI.  
SUPERVISION**

In the provision of services under this Agreement, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, Montrose shall have the right to monitor and evaluate the performance of Gunnison to ensure that the terms of this Agreement, and the requirements of the State Task Order, are being satisfactorily met.

**SECTION VII.  
STATE APPROVAL**

Pursuant to Paragraph 18(b) of the Original Contract, this Agreement is contingent and effective only upon the written consent of the State of Colorado, which Montrose shall obtain prior to Gunnison's execution of this Agreement. The Parties acknowledge and agree that this Agreement is subject to the provisions of the Original Contract and any amendments thereto.

**SECTION VIII.  
GENERAL PROVISIONS**

1. The Parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise transferred to a third party without the prior written consent and agreement of the Parties.

2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the Parties hereto respectively.

3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both Parties.

4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the Parties.

5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both Parties under Colorado statute or other laws.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the respective Parties have set their signatures effective the day and year last signed below.

**MONTROSE COUNTY  
HUMAN SERVICES**

**MONTROSE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jennifer Sherwood, Director

\_\_\_\_\_  
Sue Hansen, Chair

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy Clerk to the Board

DATE:\_\_\_\_\_

**GUNNISON COUNTY  
HEALTH & HUMAN SERVICES**

**GUNNISON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Joni Reynolds, Director

\_\_\_\_\_  
Chair

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy Clerk to the Board



**COLORADO**  
Department of Early Childhood

## CONTRACT AMENDMENT #9

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	<b>Original Contract Number</b> 20 IHIA 129469
<b>Contractor</b> Montrose County Human Services 1845 South Townsend Avenue Montrose, CO 81401	<b>Amendment Contract Number</b> 24 QAAA 182084
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2020 \$709,504* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$190,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).  Extension Terms State Fiscal Year 2021 \$674,574* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2022 \$695,276* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$140,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2023 \$679,691* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2024 \$765,031* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE).  *Any amount paid as a result of Holdover Notice 24 QAAA 184301 prior to execution of this Contract shall be deducted from the Contract Maximum Amount.  Total for All State Fiscal Years \$3,524,076	<b>Contract Performance Beginning Date</b> July 1, 2019  <b>Current Contract Expiration Date</b> June 30, 2024

**Signature Page begins on next page →**



**COLORADO**  
Department of Early Childhood

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p align="center"><b>CONTRACTOR</b> Montrose County Human Services</p> <p>DocuSigned by: <i>Sue Hansen</i> F15BBFF6642406 By: Sue Hansen, Montrose County Commissioner</p> <p>Date: 8/29/2023</p> <p>DocuSigned by: <i>Jennifer Sherwood</i> C857093A64B2444 By: Jennifer Sherwood, Human Services Director</p> <p>Date: 8/29/2023</p>	<p align="center"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <p>DocuSigned by: <i>Lisa Castiglia</i> OFF5EBE8CCDD465... By: Lisa Castiglia, Deputy Chief Financial Officer Lisa R Roy Executive Director Date: 8/30/2023</p>
--	---

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

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

DocuSigned by:  
*Toni Williamson*  
D2A31DEB819C#16  
By: Andrea Eurich / Toni Williamson / Telly Belton

Amendment Effective Date: 8/31/2023

**-- Signature and Cover Pages End --**



1. **PARTIES**

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

2. **TERMINOLOGY**

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

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. **Amendment Effective Date**

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

B. **Amendment Term**

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

4. **PURPOSE**

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and education mothers in providing general care for their children. This Amendment shall extend the contract expiration date for SFY24, increase funds for SFY24, increases the GAE for SFY24, and amends Exhibits A, B, and C.

5. **MODIFICATIONS**

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

A. **Extend the Contract Expiration Date from August 31, 2023 to June 30, 2024.**

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. **Increase the Contract Amount for SFY24 by \$651,749 from \$113,282 to \$765,031 and Increases the Maximum Amount for All State Fiscal Years from \$2,872,327 to \$3,524,076.**

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



**C. Exhibit A – Statement of Work**

Exhibit A – Amendment #9, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Budget**

Exhibit B – Amendment #9, which is attached and incorporated by this Amendment, shall be added to Exhibit B- Amendment #7 of the Original Contract.

**E. Exhibit C – Additional Provisions**

Exhibit C – Amendment #9, which is attached and incorporated by this Amendment, shall replace Exhibit C - Amendment #8 of the Original Contract

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

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



**Exhibit A – Amendment #9**

## **STATEMENT OF WORK (SOW)**

**MONTROSE COUNTY HUMAN SERVICES  
1845 S. TOWNSEND AVE.  
MONTROSE, CO 81401**

**JULY 1, 2023 – JUNE 30, 2024**



## Exhibit A – Amendment #9

### INTRODUCTION/BACKGROUND

The Nurse Home Visitor Program (NHVP) was created in statute in FY 2000. The NHVP utilizes Nurse-Family Partnership (NFP), an evidenced-based, voluntary, community health nursing program aimed at improving the lives of families expecting their first child. Clients are partnered with a registered nurse early in their pregnancy and receive home visits until the child turns two. All nurses delivering NFP are trained on the model by the NFP National Service Office (NFPNSO) and receive nursing consultation and continuing education from Invest in Kids (IIK). IIK, the NFPNSO, and the University of Colorado monitor the data to ensure the program is being implemented with fidelity to the model as tested in the original randomized controlled trials. Per statute, Colorado Department of Early Childhood (CDEC) is responsible for fiscal oversight and contract management of the program.

#### Eligible Population:

The program is open to all first-time, low-income parents (individuals living with an annual income below 200% of federal poverty level). The cumulative average age of clients in Colorado is 24. NHVP is available in all 64 counties in Colorado. The total number of eligible mothers according to the CO Health Index Dataset is 7,437 in 2021 which is the last year data is available.

#### Services:

- Improve pregnancy outcomes by helping parents engage in preventative health practices including prenatal care from their healthcare providers, improving their diets, and reducing the use of cigarettes, alcohol, and illegal substances.
- Improve child health and development by helping parents provide responsible and competent care.
- Improve the economic self-sufficiency of the family by helping parents develop a vision for their own future, plan future pregnancies, continue their education and find work.

### SCOPE OF WORK

Montrose County Human Services Nurse-Family Partnership shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Delta, Gunnison, Montrose, Ouray and San Miguel counties by delivering high quality nursing services that comply with NFP model fidelity.

Montrose County Human Services's goal for this project is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child health and school readiness through the provision of high-quality Nurse-Family Partnership (NFP) home visiting services for a caseload of 85 eligible families.

### PERIOD OF PERFORMANCE

July 1, 2023 – June 30, 2024



Exhibit A – Amendment #9

**WORK PLAN**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
<b>Outcome statement:</b>		Montrose County Human Services Nurse- Family Partnership shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Delta, Gunnison, Montrose, Ouray and San Miguel counties by delivering high quality nursing services that comply with model fidelity.			
<b>Key Activity A: Provide ongoing training, supervision and professional development for all NHVP Staff including model specific training and state required trainings and events, including those offered by Early Childhood Council.</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 In collaboration with each NHVP staff, identify learning needs and develop an individualized plan for professional development.	Ongoing	Staff receive ongoing professional development to ensure proficiency in delivering high quality NFP program services.	100 % of NHVP NFP staff have professional development (PD) goals identified annually	Nurse Supervisor	Training and Technical Assistance
A.2 Secure approved contract and/or internal staffing for mental health consultation	September 30, 2023	Nursing professional development, nurse retention, and compassion fatigue and/or other identified professional development needs	# Of completed mental health case conferences as noted in NFP FLO database.	Nurse Supervisor	Personnel Contract services



**Exhibit A – Amendment #9**

<p>A.3 Agency shall coordinate referrals to NFP with maternal health care and community services, such as WIC. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as Women, Infants, and Children (WIC), etc. as needed; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.</p>	<p>Ongoing</p>	<p>Agency implements referral coordination between maternal and child health care services and NFP.</p>	<p># of referrals received from community services, i.e. WIC  # of referrals sent to community services</p>	<p>Nurse Supervisor</p>	<p>Personnel Operating</p>
<p>A.4 NHVP staff shall attend all mandatory calls and meetings facilitated by state intermediary (IIK) and the CDEC</p>	<p>Ongoing</p>	<p>NHVP staff receive information to understand and comply with NHVP statement of work, fiscal and contractual expectations and NFP model expectations, to be able to provide high quality NFP services to clients and administer the program efficiently and effectively.</p>	<p># of required calls and meetings attended.  # of staff who attended.</p>	<p>Nurse Supervisor</p>	<p>Personnel Operating</p>



**Exhibit A – Amendment #9**

<b>Key Activity B: Recruit and retain NHVP NFP eligible families, provide voluntary NFP home visits and services for funded caseload</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.1 Review NFP enrollment, disenrollment, re-enrollment and dual enrollment policies & procedures to ensure voluntary participation and prioritization of NHVP enrollments for clients identified as high risk within the NFP population of focus Update as needed.	Ongoing	At risk NHVP eligible clients are enrolled in the NFP program in pregnancy and no later than 30 days post-partum, per Colorado NFP program guidelines.	100% of clients meet NFP population of focus at enrollment, as noted on NFP client application.	Nurse Supervisor	Personnel Operating
B.2 Provide NFP visits (telehealth and in-person) to current caseload per NFP standard visit schedule or agreed upon alternate visit schedule, based on client choice.  Build funded caseload throughout the year, commensurate with staffing, to reach caseload.	Ongoing	Conduct family-centered visits in accordance with NFP model specific guidelines.	# of client visits completed # of clients enrolled by 28 weeks pregnancy and # enrolled after 28 <sup>th</sup> week  # of clients retained in the program	NHVP NFP NS NHVP NFP nurses	Personnel Operating



## Exhibit A – Amendment #9

**Key Activity C: Ensure accurate and timely data collection as specified by the NFP NSO and utilize data reports to assess and guide program implementation.**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Enter data into NFP data collection system and monitor data utilizing NSO and any additional data reports from IIK.	Ongoing	Data collected to track performance and identify measurable improvements at site level	NFP database reflects data collected and reported.	Administrator Assistant	Personnel Operating

**Key Activity D: Provide efficient and effective fiscal and programmatic administration for all aspects of NHVP Program.**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D.1 Finance staff shall submit monthly invoices to Department of Early Childhood per expected timelines once reviewed and approved by NHVP program staff.	Ongoing	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes to <a href="mailto:CDEC_invoicing@state.co.us">CDEC_invoicing@state.co.us</a>	# of monthly financial invoices submitted to CDEC on time.	Senior Accountant	Personnel Indirect (finance office staff time and effort)
D.2 NFP staff shall contact Department of Early Childhood regarding needed budget modifications prior to expending grant funds to ensure compliance with NHVP fiscal requirements- this includes any changes in salary that are not accounted for in the contract budget.	Ongoing as need arises	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Email communication with CDEC staff and submitted budget revision requests.	Nurse Supervisor	Personnel Indirect (finance office staff time and effort)



**Exhibit A – Amendment #9**

D.3 Finance staff shall complete and submit NHVP year-end statements to per Department of Early Childhood requirements.	June 30, 2024	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Year-end invoicing completed and submitted per expected contract timelines.	Senior Accountant	Personnel Indirect (finance office staff time and effort)
D.4 Agency fiscal staff working on NHVP services connect with CDEC program manager within forty-five (45) days of starting position.	Ongoing, as needed	New fiscal staff shall meet with the CDEC NHVP manager for fiscal training.	Meeting completed	Senior Accountant	Personnel

<b>Key Activity E: Develop plan to continue Medicaid billing.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
E.1 Develop plan to continue Medicaid billing with support from IIK consultant	October 1, 2023	Plan is complete	Completed plan	Nurse Supervisor	Personnel
E.2 Bill Medicaid when clients receive services in one of the four billable areas (TCM, tobacco cessation, maternal depression screenings and preventative counseling)	Ongoing	Medicaid billing occurs	HCPF Reporting	Nurse Home Visitor	Personnel

**SCHEDULE/MILESTONES**

Montrose County Human Service’s NFP program is affiliated with the NFP National Service Office and works closely with Invest in Kids, Colorado’s State intermediary, to ensure the program is delivered in compliance with model fidelity. Montrose County Human Services shall adhere to all the NFP Model elements which demonstrate implementation with fidelity to the model.



**Exhibit A – Amendment #9**

**ACCEPTANCE CRITERIA**

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



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Montrose County
<b>Budget Period</b>	July 1, 2023 - June 30, 2024
<b>Project Name</b>	Nurse Home Visitor Program
<b>Counites Served</b>	Delta, Gunnison, Montrose, Ouray, San Miguel

<b>Program Contact Name, Title</b>	Theresa Balet, MSN, FNP
<b>Phone</b>	970-252-5015
<b>Email</b>	<a href="mailto:tbalet@montrosecounty.net">tbalet@montrosecounty.net</a>
<b>Fiscal Contact Name, Title</b>	Kevin Miller, Senior Accountant
<b>Phone</b>	970-324-7202
<b>Email</b>	<a href="mailto:kmiller@montrosecounty.net">kmiller@montrosecounty.net</a>
<b>Funded Caseload</b>	85

**ANY AMOUNT PAID AGAINST HOLDOVER NOTICE 24 QAAA 184276 SHALL BE REDUCED FROM THE MAXIMUM AMOUNT PAYABLE ON THIS CONTRACT**

Expenditure Categories							SFY 2024		
Personnel Services - Salaried Employees							A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project				
Nursing Supervisor	Program Supervisor (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$80,000	\$23,950	100%	\$103,950	\$0	\$0	\$103,950	
Nurse Home Visitor 1	Program Nurse (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$75,000	\$22,900	100%	\$97,900	\$0	\$0	\$97,900	
Nurse Home Visitor 2	Program Nurse (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$73,500	\$22,580	80%	\$76,864	\$0	\$0	\$76,864	
Nurse Home Visitor 3	Program Nurse (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$73,500	\$22,580	100%	\$96,080	\$0	\$0	\$96,080	
Administrative Assistant-Interpreter	Clerical (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$44,816	\$18,600	100%	\$63,416	\$0	\$11,942	\$51,474	
Human Services Director	Oversight of Program	\$125,000	\$29,299	20%	\$30,860	\$0	\$0	\$30,860	
<b>1. Total Personnel Services (including fringe benefits)</b>					<b>\$469,070</b>	<b>\$0</b>	<b>\$11,942</b>	<b>\$457,128</b>	
Supplies & Operating Expenses							SFY 2024		
Item	Description of Item						A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Office Operating Expenses (i.e. supplies)	Office and misc. supplies, operating supplies: folders, pens, paper, general office supplies						\$0	\$0	\$3,000
Client Support Materials	Materials for clients & children to promote safety, development and (+) parenting						\$0	\$0	\$7,200
Printing & Publications	Printing necessary for forms and materials to support clients and program						\$0	\$0	\$750
Postal & Shipping Services	Mailing costs to send program materials to clients, Public Health fee for partial cost of postage machine lease						\$0	\$0	\$400
Communications (cellular, network services)	Cell service, MiFi, internet, hot spots, etc						\$0	\$0	\$2,300
Medical Supplies	Face masks, hand sanitizer, replacement equipment: B/P cuffs, stethoscopes/therometers						\$0	\$0	\$250
Technology (laptops, computers, tablets)	Laptop computers, second screen, keyboards, mouse						\$0	\$0	\$2,900
Facility maintenance	Utilities and maintenance charges for the space the NHVP team utilizes (non-rent expenses)						\$0	\$0	\$21,000
Non Capital Furniture and Equipment	Replacement of lactinas, office furniture, and equipment as needed						\$0	\$0	\$3,000
<b>Subtotal</b>						<b>\$0</b>	<b>\$0</b>	<b>\$40,800</b>	
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)							SFY 2024		
Item	Description of Item						A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Program Support Fee	Required cost for NFP						\$0	\$0	\$22,368
<b>Subtotal items removed from MTDC</b>						<b>\$0</b>	<b>\$0</b>	<b>\$22,368</b>	
<b>2. Total Supplies &amp; Operating Expenses</b>							<b>\$0</b>	<b>\$0</b>	<b>\$63,168</b>
Training and Technical Assistance							SFY 2024		
Item	Description of Item	Per	Fee	#	Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
NHV Education	Required training for new NHV	NHV	\$5,683	1	\$5,683	\$0	\$0	\$5,683	
NFP Education Materials	Cost to cover required materials for NFP	NHV	\$721	1	\$721	\$0	\$0	\$721	
DANCE Education	Cost covers required NFP training	NHV	\$640	2	\$1,280	\$0	\$0	\$1,280	
DANCE Licensing	Cost covers required NFP training materials	NHV	\$70	3	\$210	\$0	\$0	\$210	
Administrator Education	NFP training for Administrator	Administrator	\$640	1	\$640	\$0	\$0	\$640	
Professional Development	Covers cost of additional training for NHVs	NHV/Supervisor		0	\$0	\$0	\$0	\$0	
Supervisor Expansion/Replacement Fee	Required fee only for new Supervisor	Supervisor	\$3,783	1	\$3,783	\$0	\$0	\$3,783	
Supervisor Education	Required training for new NHV Supervisor	Supervisor	\$1,028	1	\$1,028	\$0	\$0	\$1,028	
PIPE training	Cost of PIPE training required for NHV	NHV	\$385	2	\$770	\$0	\$0	\$770	
Professional Development	Professional development for NHV and Supervisor	NHV/Supervisor	\$1,250	4	\$5,000	\$0	\$0	\$5,000	
<b>3. Total Training and Technical Assistance</b>					<b>\$41,483</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,115</b>	

Travel		SFY 2024		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Visit Outreach Mileage	Visits to West end and Gunnison to support & PR for Region 10	\$0	\$0	\$3,000
Travel to Attend Required Training	Lodging, meals, mileage, registration fees, airfare (5 NFP staff)	\$0	\$0	\$13,500
County Fleet Vehicle	County fleet vehicle charges: Maintenance, motor pool expenses & Replacement accrual fee, NHV travel expense, & mileage reimbursement when personal car	\$0	\$0	\$11,000
<b>5. Total Travel</b>		<b>\$0</b>	<b>\$0</b>	<b>\$27,500</b>
Contractors/Consultants (payments to third parties or entities)		SFY 2024		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Gunnison County NFP Contract	Salary/Fringe, office supplies, postage, photo copies, Travel/transportation, other professional services, registration for	\$0	\$0	\$112,000
Outside consultation/ Mental Health	Consultation for formal case conferences	\$0	\$0	\$5,000
Contract for interim nurse supervisor	Contractual services for interim nurse supervision	\$0	\$0	\$81,120
<b>6. Total Contractors/Consultants</b>		<b>\$0</b>	<b>\$0</b>	<b>\$198,120</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$0</b>	<b>\$11,942</b>	<b>\$765,031</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		\$0	\$11,942	\$599,543
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		SFY 2024		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Indirect rate:	N/A - Human Services department are exempt from charging indirect.	\$0	\$0	\$0
<b>Total Indirect</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL</b>		<b>\$0</b>	<b>\$11,942</b>	<b>\$765,031</b>

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



## Exhibit C – Amendment #9

### ADDITIONAL PROVISIONS

#### 1. SERVICE PROVISIONS

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

#### 2. GOALS AND OBJECTIVES

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

#### 3. COPY OF SUBCONTRACT

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

#### 4. PAYMENT

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

- A. The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us) no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to



## Exhibit C – Amendment #9

[CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

### 5. PARTICIPATION

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

### 6. SUPPLANTING

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

### 7. BUDGET CHANGES

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

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



## Exhibit C – Amendment #9

### 8. TRAVEL

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

- A. Mileage shall not exceed the State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- B. Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

### 9. CRITICAL INCIDENT REPORTING

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

### 10. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

### 11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. Nurse Home Visitor General Accounting Encumbrance (NHVP-GAE) shall be utilized as follows:
  - i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.
  - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for



the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.

- iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.
  - iv. Transition salaries to pay new staff during the overlap with the staff member leaving in order to provide time for adequate training. Once the original staff member leaves, the new staff member's salary would be paid against the existing line in their budget.
  - v. Translation and interpretation services to serve clients who are deaf or hard of hearing, and those whose primary language is not English.
- B.** 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.
- C.** Invoices shall be submitted separately for pre-approved expenditures.
- i. The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).

## **12. GIFT CARDS**

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



**COLORADO**  
Department of Early Childhood

## Exhibit C – Amendment #9

### 15. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations [\(CFR\) § 376.147](#) and [42 CFR part 1001](#), which clarifies that this applies to individuals and entities.
- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, [42 U.S.C. 1320a-7](#), [1320a-7a](#), [1320c-5](#), or [1395ccc](#), and implementing regulation at [42 CFR part 1001](#), will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.



### Region 10 Nurse Home Visitor Program Budget for Gunnison County

<b>Contractor Name</b>	Gunnison County
<b>Budget Period</b>	July 1, 2023 - June 30, 2024
<b>Project Name</b>	Nurse Home Visitor Program
<b>Counites Served</b>	Delta, Gunnison, Montrose, Ouray, San Miguel

<b>Program Contact Name, Title</b>	Theresa Balet, MSN, FNP
<b>Phone</b>	970-252-5015
<b>Email</b>	<a href="mailto:bsmith@montrosecounty.net">bsmith@montrosecounty.net</a>
<b>Fiscal Contact Name, Title</b>	Kevin Miller, Senior Accountant
<b>Phone</b>	970-324-7202
<b>Email</b>	<a href="mailto:kmiller@montrosecounty.net">kmiller@montrosecounty.net</a>

Expenditure Categories						
Personnel Services - Salaried Employees						FY 2024
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project		Total Amount For Project
<b>Individual Nursing Staff- Please enter Nurse Home Visitors and Nursing Supervisors</b>						
<b>Maximum annual nursing staff salary: \$</b>						
Nurse Home Visitor	Program Nurse	\$62,000	\$16,000	100%		\$78,000
						\$0
						\$0
<b>1a. Nursing Staff Total</b>						<b>\$78,000</b>
<b>Non Nursing Staff</b>						
Translator	Translator					\$12,000
Director/Administrator	Oversight of program					\$7,160
						\$0
<b>1b. Non Nursing Staff Total</b>						<b>\$19,160</b>
<b>1. Total Personnel Services (including fringe benefits)</b>						<b>\$97,160</b>
Supplies & Operating Expenses						FY 2024
Item	Description of Item					Total Amount For Project
Office Operating Expenses (i.e. supplies)	Office and misc. supplies, operating supplies: folders, pens, paper, general office supplies					\$4,000
Postal & Shipping Services	Mailing costs to send program materials to clients, Public Health fee for partial cost of postage machine lease					\$50
Communications (cellular, network services)	Cell service, MiFi, internet, hot spots, etc					\$540
Copies	Copies of records or other copies made for program					\$200
Meeting expenses	Expenses related to meetings					\$250
Advertising	Advertising for program					\$500
						\$0
						\$0
<b>2. Total Supplies &amp; Operating Expenses</b>						<b>\$5,540</b>
Travel						FY 2024
Item	Description of Item					Total Amount For Project
Transportation	Transportation expenses					\$1,500
Motor Pool	Motor pool expenses					\$2,000
Travel Meals	Meals related to training and travel					\$500
Travel Lodging	Lodging related to training and travel					\$1,800
Registration - Training	Registration related to training					\$1,000
						\$0
						\$0
<b>3. Total Travel</b>						<b>\$6,800</b>
Information Technology						FY 2024
Item	Description of Item					Total Amount For Project
IT	Information Technology support					\$2,500
						\$0
						\$0
<b>4. Total IT</b>						<b>\$2,500</b>
<b>TOTAL</b>						<b>\$112,000</b>

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

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**Agenda Item:** Memorandum of Understanding between partners in su

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

MOU of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project

**Fiscal Impact:**

**Submitted by:** Ana Canada

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 5/23/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/28/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

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## **Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project**

**Background:** Cheatgrass invasion risk has risen in priority in the Gunnison Basin. The partners recognize the importance of mapping, treating, and restoring cheatgrass-infested areas as essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome.

**Purpose:** The purpose of this MOU is to establish a collaborative partnership between Rocky Mountain Bird Observatory DBA Bird Conservancy of the Rockies (Bird Conservancy), United States Fish and Wildlife Service (USFWS), and Gunnison County (“the partners”) to map priority locations for cheatgrass removal (“the project”). The project is described in the Statement of Work - Attachment A below.

### **Terms and Conditions**

- ***Scope of Partnership:***

- The partnership will include the development of a map/maps that determine strategic locations for relatively efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analyses within a systematic conservation planning framework. The prioritization map(s) will be leveraged by Gunnison County’s cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin. Prior work on assembling data layers and soliciting priorities from stakeholders to inform analyses has been completed to date. This MOU will enable us to complete the work outlined in the original agreement and contained within the Scope of Work (Appendix A).

- ***Roles and Responsibilities:***

- Bird Conservancy is responsible for identifying local priorities, gathering community feedback, and incorporating these insights into a systematic conservation planning framework. This framework will enable the mapping of strategic locations (prioritization) for efficient, cost-effective cheatgrass treatment and restoration efforts given local priorities and constraints. Bird Conservancy will also lead planning meetings with the cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of the prioritization
- The USFWS will act as the primary point of contact for Bird Conservancy and facilitate communication among the partners, the cheatgrass coordinator, and the cheatgrass strike team. USFWS will be responsible for approving deliverables completed by Bird Conservancy and submitted to Gunnison County for payment
- Gunnison County will approve and release payment to Bird Conservancy upon satisfactory completion of deliverables.

- ***Contribution:***

- USFWS will contribute \$40,339 in funding (CFDA # 15.657) to support stakeholder coordination, compile essential data layers and products, and develop the final prioritization map(s).

- Bird Conservancy will develop prioritization map(s) that incorporate information about partner priorities, including Gunnison sage-grouse, land ownership status, fire threat, and other relevant information as determined by local priorities.
- Gunnison County will distribute payment upon satisfactory completion of project deliverables, and will assist Bird Conservancy in gaining access to Gunnison County mapping data/products that will be used in the spatial prioritization.

***Duration:***

The initial term of this MOU is two years (expiring July 31, 2027), with provisions for renewal upon mutual agreement

***Amendments:***

Amendments to this MOU may be made with the written consent of all partners.

Rocky Mountain Bird Observatory DBA Bird Conservancy of the Rockies

Signature: \_\_\_\_\_

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

U.S. Fish and Wildlife Service

Signature: \_\_\_\_\_

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

Gunnison County

Signature: \_\_\_\_\_

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

## Appendix A

### Project Narrative and Scope of Work

**Project title:** Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2022  
(Cheatgrass Portion)

**Statement of need:** Cheatgrass has risen in priority risk in the Basin: mapping, treating, and restoring is essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome. Accurate maps that identify where an invasive species occurs is the first step in taking management action. Thus, funding will support extensive efforts to map, at high spatial resolution (0.5 m), cheatgrass invasion within the Basin, as well as sagebrush, perennial grass bare ground, and conifer cover. The cheatgrass map deliverable will be analyzed by Bird Conservancy of the Rockies (BCR) to determine strategic locations for efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analysis. The prioritization map will be leveraged by Gunnison County's cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin. Funding will also support the success of the cheatgrass coordinator position to begin on-the-ground efforts, prioritizing private land treatments in proximity to federal lands being treated simultaneously. The BLM, USFS, NRCS, and CPW will provide technical assistance to the coordinator so that cross-boundary treatments are conducted to meaningfully target, treat, and restore at-risk and rangeland/converted sagebrush. Monitoring and research of the efforts will be further supported by our partnership with Western Colorado University through graduate student research, and community and non-profit technical assistance will further improve the collaborative engagement of the project.

Collectively, our project outcomes will protect and enhance existing, intact sagebrush and restore wet meadows, two critical habitats for the federally threatened Gunnison Sage-grouse and sagebrush-obligated and associated species. Collaborative, cross-jurisdictional partnerships will leverage the USFWS' investment to deliver a strategic approach of restoration and invasive annual grass treatment across private, federal, and tribal land in the Basin. Monitoring efforts will evaluate the return on investment and help guide approaches to replicate successes in other occupied areas for the Gunnison Sage-grouse. This proactive, strategic approach will prevent further invasion of cheatgrass before detrimental habitat conversion can occur and will serve to further bolster collaborative, locally led conservation initiatives.

#### **Project objectives:**

**Goal 1: (Completed)** *Determine cheatgrass prevalence and location within the Basin.*

Contract Open Range Consulting to deliver high-resolution (0.5 m) raster of cheatgrass, sagebrush, perennial grass, bare ground, and conifer cover that will inform spatial prioritization/decision-support maps.

**Goal 2: (Ongoing; this MOU)** *Prioritize areas for herbicide treatment to ensure the best return on investment.* In Fall 2023, BCR identified local priorities with partners (ex: Gunnison Sage-grouse active leks, big game winter range, sagebrush-obligate songbird

abundance, % sagebrush cover, % perennial grass cover, recreation access, sensitive waterways, etc.). Output will be a list of covariates used in the systematic conservation planning framework, provided to USFWS by July 31, 2027. BCR will utilize stakeholder-driven priorities to develop a decision-support map using systematic conservation planning tools and software. Output will be maps of treatment areas that maximize stakeholder priorities while minimizing treatment cost.

**Goal 3: (Outside the scope of this MOU) *Implement cheatgrass treatments.*** Hosted multiple planning meetings in spring 2024 with cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of BCR prioritization modeling and create phased approach for herbicide treatment through a Gunnison Basin Cheatgrass Treatment Plan. Conduct cross-jurisdictional herbicide treatment of cheatgrass through a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. Funding for chemical, cheatgrass coordinator, and strike teams will support the estimated treatment of up to 1,000 acres with the potential for the chemical to support further efforts. These early planning efforts will support even more acreage treated, well into the future, beyond the duration of this funding.

**Goal 4: (Outside the scope of this MOU) *Share success with partners to replicate outcomes in new geographies and research and collaborate to improve efforts.*** Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach.

**Expected deliverables:** Open Range Consulting has delivered a high resolution map of land cover types within the Gunnison Basin, most importantly a 0.5m resolution map of cheatgrass presence. Bird Conservancy of the Rockies will be contracted to take the Open Range Consulting map and further develop a prioritization map with overlain information about Gunnison sage-grouse, land ownership status, fire threat, and other relevant information. The cheatgrass coordinator will receive funding to develop a three-year treatment plan that will include follow-up for a spatially randomized sampling design and will complement UGRWCD efforts to collect and assess vegetation community response over three years post-restoration. This will enable effectiveness monitoring of project outcomes and their ability to meet management objectives.

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

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**Agenda Item:** Correspondence Letter; Federal Emergency Managemen

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

FEMA Letter of Support from Larimer County

**Fiscal Impact:**

**Submitted by:** Holly Perry

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 6/3/2025

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May 28, 2025

Dear Esteemed members of Colorado's Congressional Delegation:

The undersigned counties and commissioners are writing to express our significant concerns regarding proposed changes to the FEMA Public Assistance (PA) Program. These concerns are especially pressing in light of two developments: the recently released "discussion draft" of the *Fixing Emergency Management for Americans (FEMA) Act of 2025*, and a pre-decisional memorandum from the Office of Management and Budget (OMB) which recommends a dramatic increase to the PA thresholds for state and local governments.

The [FEMA Act of 2025](#), released by the House Transportation and Infrastructure (T&I) Committee's Economic Development, Public Buildings and Emergency Management Subcommittee, proposes sweeping FEMA reforms aimed at improving disaster response, streamlining aid and increasing local flexibility—reflecting many long-standing county priorities. On the surface this proposed legislation represents improvements to emergency management collaboration and would help counties' efforts in disaster response and recovery by making up-front federal investments as opposed to the current system of reimbursement which often takes years to receive. However, any potential benefits from the proposed bill would be unrealized if the PA thresholds were increased.

A recent pre-decisional [OMB memo](#) proposes short and long-term changes to FEMA that would be devastating for Colorado and our residents. The memo details immediate changes to significantly increase the per capita thresholds for the PA program that would have catastrophic impacts on local governments' recovery efforts following a disaster and would negate any potential benefits from the *FEMA Act of 2025*.

Currently, the Colorado statewide PA threshold is a per capita indicator set at \$1.89/person, and the County per capita indicator is set at \$4.72/person. The OMB memo proposes increasing the per capita threshold to **four times** that amount. For example, in the Larimer County the threshold would be increased from \$1.7 million to \$7 million in local damages, and the state threshold would increase from \$11.2 million to \$45 million. For a rural county such as Jackson, the county threshold would increase from \$6,178 to \$24,714 and they would still need to meet the new statewide threshold of \$45M – effectively eliminating access to critical federal funds for local communities except in the most catastrophic, multi-jurisdictional events. The change will make it infinitely more difficult to qualify for federal funding following a disaster, delaying the restoration of critical infrastructure.

For reference, under the proposed changes even the Cameron Peak Fire—Colorado's largest wildfire— would not have qualified for FEMA Public Assistance, and there is uncertainty around whether or not the Marshall Fire—

Colorado's most destructive fire in history— would either. If events of this magnitude fall short of eligibility, it raises serious concerns about whether any future disaster in Colorado would meet the threshold for federal support.

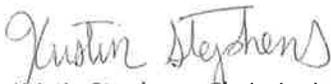
While the current administration has emphasized a shift in disaster recovery responsibility to the local level, the reality is that counties cannot fulfill this role without adequate federal resources. The need for federal support in disasters is not new. It began with the first disaster relief act in 1803. For more than two centuries, the federal government has recognized that local governments lack the financial resources and technical capacity to manage large-scale recovery on their own.

There isn't a local government in the State of Colorado that would be able to manage the recovery from a disaster with these new proposed thresholds. This would mean that roads and bridges would not be rebuilt, public utilities and other critical infrastructure may fail, and the ability to mitigate future risk would become nonexistent.

This challenge is not unique to our counties or Colorado. These impacts will be felt nationwide, creating increased vulnerability and harm to our communities and our nation. For these reasons, as debate and discussions continue around reforms to FEMA, we urge your robust opposition to any efforts to increase the FEMA Public Assistance threshold.

Thank you for your continued efforts and advocacy.

Sincerely,



Kristin Stephens, Chair, Larimer County Board of County Commissioners

Coby L. Corkle, Chair, Jackson County Board of County Commissioners

PT Wood, Chair, Chaffee County Board of County Commissioners



George Marlin, Chair, Clear Creek County Board of County Commissioners

Jeanne McQueeney, Chair, Eagle County Board of County Commissioners

Sandy Hollingsworth, Chair, Gilpin County Board of County Commissioners

Laura Puckett Daniels, Chair, Gunnison County Board of County Commissioners

Tamara Pogue, Chair, Summit County Board of County Commissioners

Andy Kerr, District 2, Jefferson County Board of County Commissioners

*Anne W. Brown*

Anne Brown, District 1, San Miguel County Board of County Commissioner

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

**Agenda Item:** Boundary Line Adjustment; LUC-25-00016; Kunes

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Applicant, Jim Kunes, is requesting a Boundary Line Adjustment between three lots that were subdivided on December 17, 2024, under LUC-24-00028.

**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 5/29/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/29/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/3/2025

**To: Gunnison County Board of County Commissioners**  
**Re: LUC-25-00016 | Boundary Line Adjustment | Kunes**  
**Memo Date: May 27, 2025**  
**Meeting Date: June 3, 2025**

The Applicant, Jim Kunes, is requesting a Boundary Line Adjustment between three lots that were subdivided on December 17, 2024, under LUC-24-00028. The lots are located approximately three miles south of Almont, adjacent to Mitzel's Green Acres Subdivision. The request is being made because an emergency replacement Onsite Wastewater Treatment System (OWTS-24-00087) for the existing single-family residence on Parcel A was installed across the approved subdivision parcel boundaries. While the total acreage of each parcel will remain the same, the boundary on the east side of Parcel A will be adjusted to curve around the OWTS. Additionally, the Access Easement to Parcel B will be realigned to follow the new boundary. No new structures or dwelling units are proposed as part of this adjustment.

- [Parcel A - 3517-333-05-002](#) – 2.06 acres
- [Parcel B - 3517-333-05-001](#) – 1.01 acres
- [Parcel C - 3517-333-05-003](#) – 1.01 acres

Staff reviewed the application, which complies with all applicable standards found in [Land Use Resolution](#) Section 5-103 and was found to comply with the standards of Section 5-103:A.3.a and Section 5-104.L.

**Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS**

1. **COMPLY WITH APPLICABLE STANDARDS** – No conformities will be created.
2. **COMPATIBILITY WITH COMMUNITY CHARACTER** – No changes will be made to community character.

**Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS**

1. **INSUBSTANTIAL CHANGE** – The BLA will not change lot acreage.
2. **NOT CREATE ADDITIONAL LOTS** – The BLA will not create additional lots.
3. **MINIMUM LOT SIZE** – The parcels remain above one acre.

**Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE**

1. **CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS** – Notarized written consent from landowner and mortgage holder can be found on the plat.
2. **SURVEY PLAT** – The BLA plat meets all standards listed in this section.

**Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00016, Click on "Attachments".

A. Plat

**BOUNDARY LINE ADJUSTMENT PLAT**  
of  
**KUNES SUBDIVISION**  
4.08 Acres

SW ¼ SW ¼, Section 33, Township 51 North, Range 1 East of the  
N.M.P.M., Gunnison County, Colorado

**NOTE:**

THIS BOUNDARY LINE ADJUSTMENT PLAT ADJUSTS THE INTERIOR BOUNDARY LINES ON THE PLAT OF KUNES SUBDIVISION RECORDED IN THE OFFICE OF THE GUNNISON COUNTY CLERK AND RECORDER ON THE 19TH DAY OF DECEMBER, 2024 AT RECEPTION NUMBER 700025. TOTAL SUBDIVISION AND PARCEL ACREAGES ARE UNCHANGED. ALL OTHER INFORMATION ON THE PLAT OF KUNES SUBDIVISION IS HEREBY REAFFIRMED AND RATIFIED. ACCESS AND UTILITY EASEMENTS HAVE BEEN ADJUSTED TO FIT INTERIOR BOUNDARY LINES.

**ATTORNEY'S OPINION**

I, David Leinsdorf, an attorney at law licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and shown upon this Plat. Such title is vested in James Kunes and Mary Hannah Kunes, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

- Unpatented mining claims, reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
- Taxes or special assessments which are not shown as existing liens by the Public Records.
- Agreement for Easement recorded at Reception No. 374126.
- Certificate of Administrative Review Approval recorded at Reception No. 524570.
- Access Easement recorded at Reception No. 557157.
- Plat of Mitzel's Green Acres recorded at Reception No. 324851.
- Easement for Transmission Lines recorded in Book 452 at Page 139 as referenced on the above described Plat.
- Deed of Trust in favor of Gunnison Savings and Loan Association recorded as Reception No. 694246.
- The lien for 2024 real property taxes.

All Book and Page and Reception No. references are to records in the office of the Gunnison County Clerk and Recorder.

Dated this \_\_\_ day of \_\_\_\_\_, A.D. 2025.

David Leinsdorf, Attorney at Law  
Colorado Supreme Court Registration No. 2740

**DEDICATION**

We, James Kunes and Mary Hannah Kunes and Gunnison Savings and Loan Association, being the owners and mortgagee of the land described as follows:

A Parcel of Land located in the Southwest Quarter of the Southwest Quarter of Section 33, Township 51 North, Range 1 East of the N.M.P.M., Gunnison County, Colorado, that is adjacent to Mitzel's Green Acres, a subdivision of Gunnison County. The plat for the subdivision, Mitzel's Green Acres, was recorded March 8, 1978 at Reception No. 324851, in the Office of the Gunnison County Clerk and Recorder, being more specifically described as follows: Beginning at the Northwest Corner of the SW1/4SW1/4, from whence the Southwest Corner of said Section 33 bears South 1 Degree 15 Minutes West a distance of 1,332.6 feet, more or less; Thence along the North line of Said SW1/4SW1/4 East 409.00 feet of a point; Thence South 10 degrees 15 minutes 39 seconds West a distance of 534.61 feet to a point of the boundary of said Mitzel's Green Acres, with said boundary also being the north boundary for the right of way of Evelyn Lane, as that is described on the plat thereof recorded under Reception No. 324852, cited above; Thence following said Boundary, North 58 degrees 14 minutes 23 seconds West a distance of 41.35 feet to a point of curvature on the boundary; thence 91.02 feet along the arc of a curve to the left having a radius of 87.698 feet and a central angle of 59 degrees 37 minutes 56 seconds; thence North 70 degrees 30 minutes West a distance of 213.30 feet, more or less, to the west line of said SW1/4SW1/4; thence following said West line North 1 degree 15 minutes East a distance of 430.12 feet to the point of beginning; TOGETHER WITH a non-exclusive easement for the purpose of ingress and egress from the described property to Colorado State Highway 135, over Evelyn Lane, from the curve to the left at the Northwest end of Evelyn Lane, where the described parcel is contiguous with the north right of way boundary of Evelyn Lane, with such easement running in a southeasterly direction on Evelyn Lane to the point of its conjunction with Colorado State Highway 135, as shown on the plat of Mitzel's Green Acres, County of Gunnison, State of Colorado.

*Also Known As:*  
127 Evelyn Lane  
Gunnison, CO 81230

consisting of 4.08 acres,

in Gunnison County, Colorado, under the name of KUNES SUBDIVISION, have laid out, platted and/or subdivided the same as shown on this Plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels 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 dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

IN WITNESS WHEREOF, James Kunes and Mary Hannah Kunes have subscribed their names this \_\_\_ day of \_\_\_\_\_, A.D. 2025.

James Kunes \_\_\_\_\_ Mary Hannah Kunes \_\_\_\_\_

**GUNNISON SAVINGS AND LOAN ASSOCIATION**

By Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, A.D. 2025 by James Kunes and Mary Hannah Kunes.

My commission expires: \_\_\_\_\_  
My address is: \_\_\_\_\_  
Witness my hand and official seal.

Notary Public \_\_\_\_\_ (Seal)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GUNNISON )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, A.D. 2025 by \_\_\_\_\_, as \_\_\_\_\_ of Gunnison Savings and Loan.

My commission expires: \_\_\_\_\_  
My address is: \_\_\_\_\_  
Witness my hand and official seal.

Notary Public \_\_\_\_\_ (Seal)

**GENERAL NOTES:**

- Any person who acquires any interest in any of the real property platted on this Plat shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Declaration of Protective Covenants for Kunes Subdivision recorded as Reception No. \_\_\_\_\_.
- 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.
- Upon completion of the installation or maintenance of any utilities, the property disturbed or damaged by such installation or maintenance shall be restored as near as reasonably possible to its original condition by the utility in compliance with Gunnison County's reclamation provisions.
- AWAWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS.** Under Colorado's Fence Law, C.R.S. 35-46-101 et. seq., lot owners are hereby notified that fencing out livestock is the responsibility of the lot owners. Lot owners are required to construct and maintain fencing in order to keep livestock off his/her property. Lot owners are responsible for maintaining the perimeter fence around Kunes Subdivision.
- CONFINEMENT OF DOMESTIC ANIMALS.** Animals must be controlled by kenneling, leashing, fencing or other physical restraint. Any expense of enforcing domestic animal control restrictions by the County shall be at the expense of the responsible association or individual (s).
- 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.

**BOARD OF COUNTY COMMISSIONERS' APPROVAL**

The within plat of KUNES SUBDIVISION is approved this \_\_\_ day of \_\_\_\_\_, A.D. 2025 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 lot owners, and not by Gunnison County or any other public agency.

Chairperson, Gunnison County Board of Commissioners

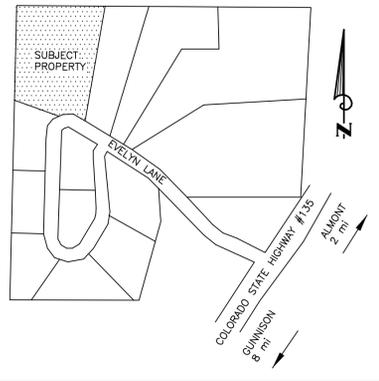
Attest:

Gunnison County Clerk and Recorder

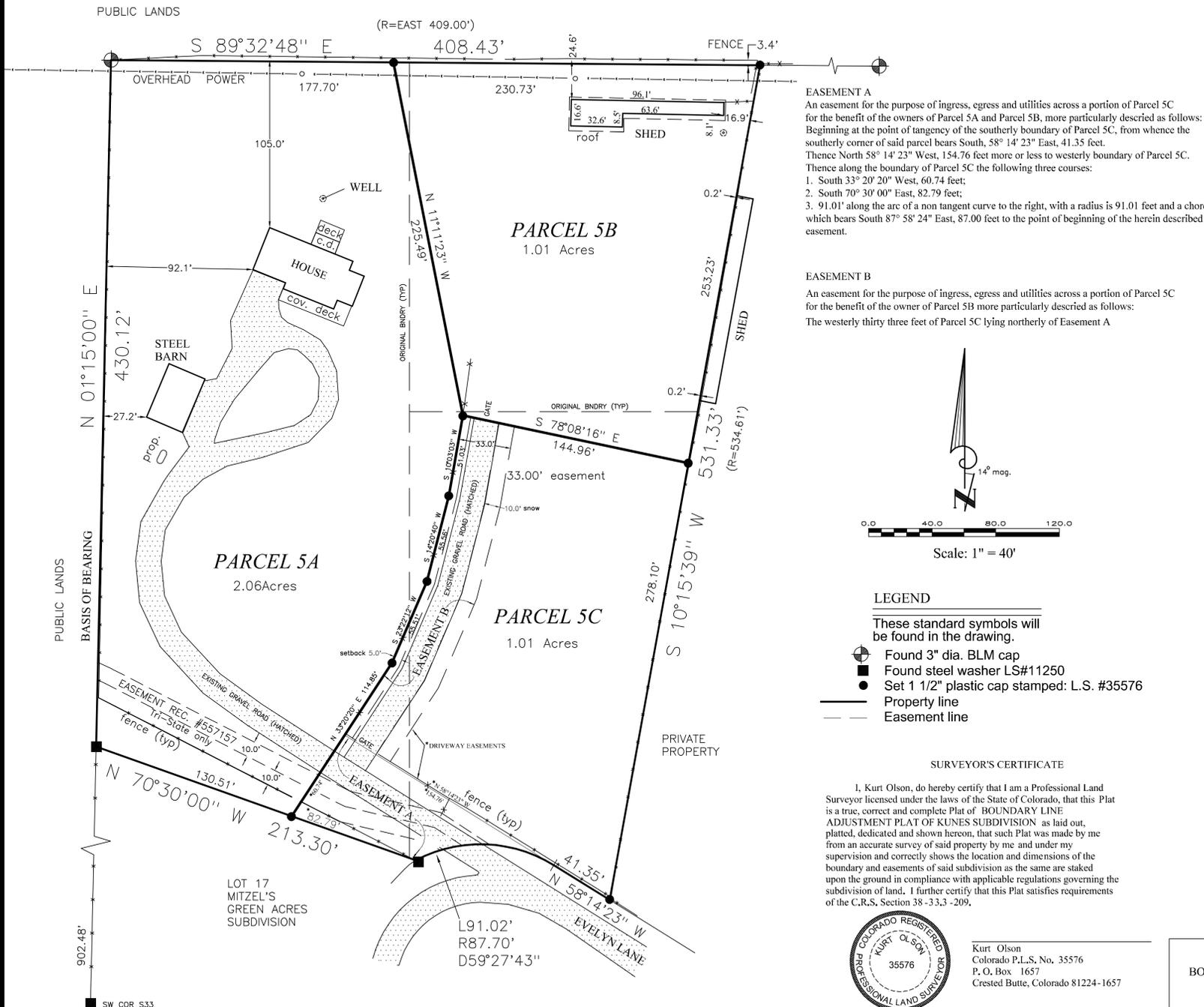
**GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE**

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this \_\_\_ day of \_\_\_\_\_, A.D. 2025. Reception No. \_\_\_\_\_, Time \_\_\_\_\_.

Gunnison County Clerk and Recorder

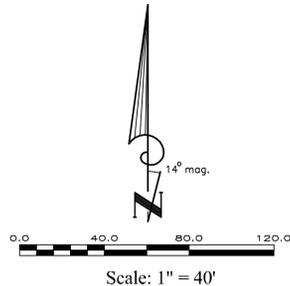


VICINITY MAP NO SCALE



**EASEMENT A**  
An easement for the purpose of ingress, egress and utilities across a portion of Parcel 5C for the benefit of the owners of Parcel 5A and Parcel 5B, more particularly described as follows: Beginning at the point of tangency of the southerly boundary of Parcel 5C, from whence the southerly corner of said parcel bears South, 58° 14' 23" East, 41.35 feet. Thence along the boundary of Parcel 5C the following three courses:  
1. South 33° 20' 20" West, 60.74 feet;  
2. South 33° 30' 00" East, 82.79 feet;  
3. 91.01' along the arc of a non tangent curve to the right, with a radius is 91.01 feet and a chord which bears South 87° 58' 24" East, 87.00 feet to the point of beginning of the herein described easement.

**EASEMENT B**  
An easement for the purpose of ingress, egress and utilities across a portion of Parcel 5C for the benefit of the owner of Parcel 5B more particularly described as follows:  
The westerly thirty three feet of Parcel 5C lying northerly of Easement A



- LEGEND**
- These standard symbols will be found in the drawing.
- Found 3" dia. BLM cap
  - Found steel washer LS#11250
  - Set 1 1/2" plastic cap stamped: L.S. #35576
  - Property line
  - - - Easement line

**SURVEYOR'S CERTIFICATE**

I, Kurt Olson, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Plat of BOUNDARY LINE ADJUSTMENT PLAT OF KUNES SUBDIVISION as laid out, platted, dedicated and shown hereon, that such Plat was made by me from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. I further certify that this Plat satisfies requirements of the C.R.S. Section 38-33.3-209.



Kurt Olson  
Colorado P.L.S. No. 35576  
P. O. Box 1657  
Crested Butte, Colorado 81224-1657

BOUNDARY LINE ADJUSTMENT PLAT WITHIN  
**KUNES SUBDIVISION**

prepared by: K.O.  
Meridian Design 970-275-9069  
Box 1657, Crested Butte, CO 81230

date: May 8th, 2025

job #: 24034B

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

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**Agenda Item:** Lot Cluster; LUC-25-00018; Gunnison Bank & Trust C

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Gunnison Bank & Trust Company, represented by Christopher Klein Construction, requests the clustering of Unit 13 of the Pioneer Plaza Commercial Townhomes within Crested Butte South with the previously clustered Units 11 and 12.

**Fiscal Impact:**

**Submitted by:** Rachael Blondy

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 5/29/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 5/29/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 5/30/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/3/2025

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Rachael Blondy, Planner II  
(970) 641-7932  
rblondy@gunnisoncounty.org  
www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-25-00018 | Lot Cluster | Gunnison Bank & Trust Company**

**Memo Date: May 27, 2025**

**Meeting Date: June 3, 2025**

The Gunnison Bank & Trust Company (Applicant), represented by Christopher Klein Construction, requests the clustering of Unit 13 ([Parcel #3257-272-40-013](#)) of the Pioneer Plaza Commercial Townhomes (PPCT) within Crested Butte South with the previously clustered Units 11 ([Parcel # 3257-272-40-011](#)) and 12 ([Parcel # 3257-272-40-012](#)), as shown in Exhibit A. The clustering of Lots 11 and 12 was approved by the Board on March 18, 2025 (LUC-24-00052). This application extends that cluster to include Lot 13. The Applicant has provided a statement of no liens on the property (as the bank itself is the lienholder). The CB South POA approved the cluster of Lots 11, 12, and 13 on January 9, 2025. There are no utility easements along the lot lines being vacated. This action is necessary, as the Crested Butte South Metropolitan District will not approve connection to the District's water and sewer services unless Lot 13 is included in the cluster.

The application was reviewed by planning staff and was found to comply with the standards of [Land Use Resolution](#) Article 5: *Administrative Review Projects That Require Land Use Change Permits*:

- A. GENERAL STANDARDS. An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following standards:
  - 1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
  - 2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The proposed lot cluster meets the specific standards enumerated in LUR Section 5-104:M – *Application Form for Lot Cluster*. The proposed lot cluster by The Gunnison Bank & Trust Company within the PPCT area is compatible with the allowed uses described within the uses and the PPCT covenants. The covenants can be accessed within the case file referenced below.

Thank you,

Rachael Blondy

**Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00018. Click on "Attachments".

- A. Gunnison Bank & Trust Company Lot Cluster Site Plan
- B. Lot Cluster Agreement and Declaration

- GENERAL NOTES: SITE PLAN**
- ALL INFORMATION WAS TAKEN FROM CIVIL ENGINEER'S SITE PLAN.
  - SEE CIVIL DRAWINGS FOR ALL SITE GRADING, SITE UTILITIES, SITE PAVING, & DIMENSIONS.
  - SEE ELECTRICAL DRAWINGS FOR ALL SITE LIGHTING.
  - CAUTION TO ALL CONTRACTORS TO FIELD VERIFY LOCATIONS OF UNDERGROUND UTILITIES BEFORE INSTALLATION OF NEW CONSTRUCTION (DO NOT SEVER EXISTING UTILITIES).

**KEYNOTE LEGEND PER THIS SHEET**

03-04	CONCRETE CURB & GUTTER. SEE CIVIL DRAWINGS.
03-05	CONCRETE CURB RAMP. SEE CIVIL DRAWINGS.
05-01	STEEL PIPE BOLLARD. SEE DETAIL D1/A100. PROVIDE BOLLARD COVER.
23-03	CONDENSING UNIT MOUNTED ON CONC. PAD. SEE MECH. DWGS.
26-04	LIGHT POLE. SEE ELECTRICAL DWGS.
26-11	TRANSFORMER ON CONCRETE PAD. SEE ELEC. DWGS.
32-02	ACCESSIBLE PARKING SIGN. SEE CIVIL DWGS.
32-05	PAINTED DIRECTIONAL ARROWS. SEE DETAIL A1/A100.
32-08	CONCRETE PAVEMENT/ SIDEWALK. SEE CIVIL DWGS.
32-10	ADA SYMBOL & PAVEMENT STRIPING. SEE CIVIL DWGS.
32-12	EXISTING DUMPSTER AND CONCRETE PAD.
32-15	PICNIC TABLE. SEE FURNITURE PACKAGE.
32-16	BIKE RACK. SEE SPECS.

**DO NOT REPRODUCE**  
This document contains confidential information, and is an instrument of service and property of the architect. It shall not be used on other projects or for the extension of this project without the Architect's written approval.

**GUNNISON BANK & TRUST**  
CRESTED BUTTE BRANCH  
28 Gillaspie Ave.  
Crested Butte, CO 81224

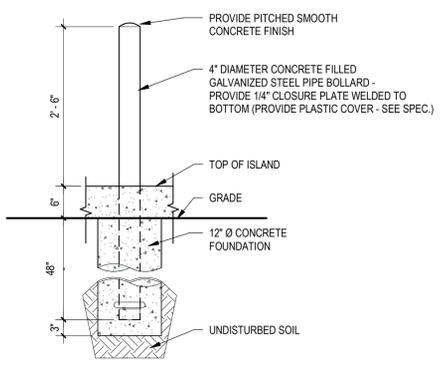
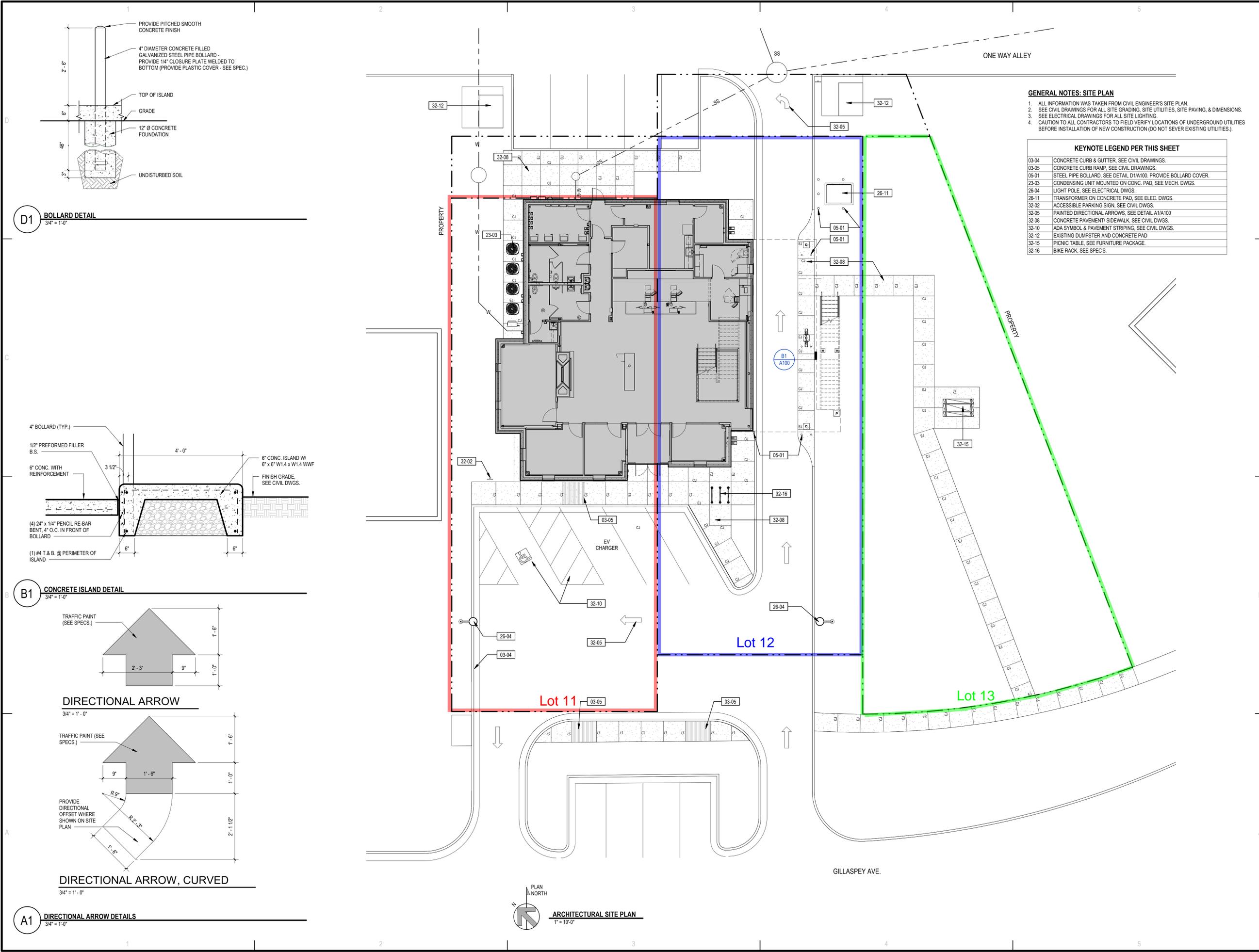
**Revisions:**

#	Description	Date

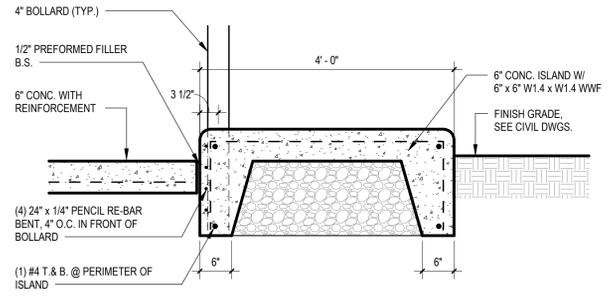
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Designer: N. Gori  
Drawn By: W. Wu  
Check By: A. Sandoval  
Project No: 29593-0002  
Package: OUT TO BID

Title: ARCHITECTURAL SITE PLAN

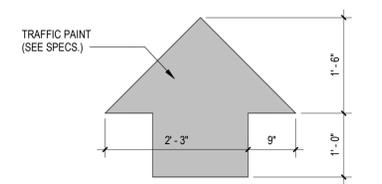
Sheet No.  
**A100**



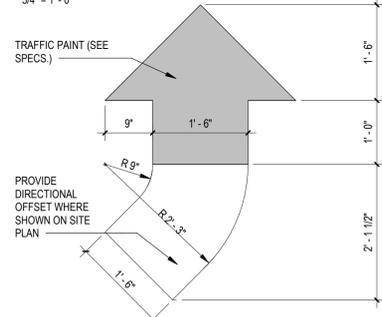
**D1 BOLLARD DETAIL**  
3/4" = 1'-0"



**B1 CONCRETE ISLAND DETAIL**  
3/4" = 1'-0"



**DIRECTIONAL ARROW**  
3/4" = 1'-0"



**DIRECTIONAL ARROW, CURVED**  
3/4" = 1'-0"

**A1 DIRECTIONAL ARROW DETAILS**  
3/4" = 1'-0"

PLAN NORTH  
**ARCHITECTURAL SITE PLAN**  
1" = 10'-0"



**LOT CLUSTER AGREEMENT AND DECLARATION**

Date of Meeting \_\_\_\_\_ ( filled in by staff)

**THIS LOT CLUSTER AGREEMENT AND DECLARATION** is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Gunnison Bank & Trust Company  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

Crested Butte South, Pioneer Plaza Commercial Townhomes, Lots 11(parcel # 3257-272-40-11), 12(parcel # 3257-272-40-012), and 13 (parcel # 3257-272-40-013) Also Known as 28 Gillaspey Ave, Units #11,12, and 13, Crested Butte South

and any adjacent street or alley that is or may be vacated.,  
County of Gunnison  
State of Colorado

This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 5/20/25 \_\_\_\_\_ Chad Zammach, EVP  
The Gunnison Bank and Trust Co  
**Owner**  
 Date: \_\_\_\_\_ **Owner**  
 Date: \_\_\_\_\_ **Owner**  
 Date: \_\_\_\_\_ **Owner**  
**Mortgage or Lien Holder**

STATE OF Colorado )  
 )ss  
 COUNTY OF Gunnison )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May 2025 by Chad Zammach (Owner/s).

Witness my hand and official seal.

My Commission expires: 05/20/2028

SEPTEMBER SACK  
 NOTARY PUBLIC - STATE OF COLORADO  
 Notary ID #20164019460  
 My Commission Expires 5/20/2028

[Signature]  
 \_\_\_\_\_  
 Notary Public

Address: 232 W Tomichi Ave  
Gunnison, CO 81230

STATE OF \_\_\_\_\_ )  
 )ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Address:

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

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice-Chairperson

\_\_\_\_\_  
Commissioner

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder