

- 1 - BOCC meeting agenda, May 2 2023 rev1
- 2a - Special Event Liquor Permit, Adaptive Sports
- 2b - Alcohol Beverage Lic - Irwin Backcountry Guides dba Taylor River Lodge
- 2c - Fermented Malt Bev and Wine Lic, SkyHigh CO dba Taylor Park Trading Post
- 3 - BOCC Calendar Schedule, May 2 2023
- 4 - Minutes_April 18 2023 regular meeting
- 5 - consent 1 - Public Service Grant Agreement, City of Gunnison for Gunnison-Hinsdale ECC
- 5 - consent 2 - Caring for CO grant application
- 5 - consent 3 - Professional Svcs Agreement, for Coal Creek Watershed Coalition services
- 5 - consent 4 - Flexible Support Next Fifty Initiative Grant Application
- 5 - consent 6 - CDPHE Grant Contract Task Order 2024 0031 for immunizations
- 5 - consent 7 - CDPHE Grant Contract Task Order 2024 0022 for tobacco use and prevention
- 5 - consent 8 - CDEC Contract Amendmt 2, 24 QAAA 182324, HHS as the LCO for Universal PreK
- 5 - consent 9 - CDPHE Contract Amendmt 3, 2022 2745, extension for drug use prevention
- 5 - consent 10 - USDA Forest Svcs, Modification of Grant Agreement, for noxious weed treatment
- 6 - Lot Cluster, chair Mtn Ranch Subdivision, Chad and Danielle Weaber
- 7 - Possible Action on Authorizing ATV, OHV, UTV use on CR3

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA REVISION #1

DATE: Tuesday, May 2, 2023

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:

- 8:30 am
- Call to Order
 - Special Event Liquor Permit #2-2023; Adaptive Sports; 8/06/2023 from 4:00 pm to 11:30 pm
 - Alcohol Beverage License #03-04714; Irwin Backcountry Guides LLC dba Taylor River Lodge; Effective Date 7/06/2023 - 7/06/2024
 - Fermented Malt Beverage and Wine License #04-01232; SkyHigh Colorado LLC dba Taylor Park Trading Post; Effective Date 7/01/2023 - 7/01/2024
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes
 1. April 18, 2023 Regular Meeting
 - 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. Approval for Public Service Grant Agreement; City of Gunnison; for Gunnison-Hinsdale Early Childhood Council objectives; 1/01/2023 - 12/31/2023; \$18,000
 2. Approval for Caring for Colorado Grant application; Health and Human Services; for 2-year funding for Family Planning Services and Multicultural Resources Team; \$250,000
 3. Approval for Professional Services Agreement with the Town of Crested Butte; for Coal Creek Watershed Coalition services; Effective date of signing - 12/31/2023; up to \$6,800 each, Gunnison County and Town of Crested Butte
 4. Approval for 2023 Flexible Support Next Fifty Initiative Expenditure Responsibility Grant Application; Health and Human Services; to support a Senior Resource Specialist and Senior Meal Program; \$97,777
 5. **PULLED** - Approval for Colorado Department of Health Care Policy & Financing Dental Health Care Program for Low Income Seniors grant award; FY2023-24; \$21,400
 6. Approval for Colorado Department of Public Health and Environment Immunization Grant Contract Task Order 2024*0031; Gunnison County Health and Human Services; for maintaining/increasing immunization coverage; 7/01/2023 - 6/30/2024; \$32,471
 7. Approval for Colorado Department of Public Health and Environment Prevention Services Division-Tobacco, Task Order 2024*0022; Gunnison County Health and Human Services; for public health project services to reduce the burden of tobacco use as well as prevent the initiation of tobacco use; 7/01/2023 - 6/30/2024; \$349,960
 8. Approval for Colorado Department of Early Childhood Contract Amendment #2 (24 QAAA 182324); Health and Human Services (HHS); extending the contract for HHS to serve as the Local Coordinating Organization (LCO), for the Universal Pre-School Program; 10/27/2022 - 6/30/2024; \$69,694

(consent agenda continued on page 2)

*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 REVISION #1

DATE: Tuesday, May 2, 2023

Page 2 of 2

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

- Consent Agenda (*cont'd from page 1*):
 - 9. Approval for Colorado Department of Public Health and Environment Contract Amendment #3 (2022*2745); for contract extension to reduce negative effects of drug use in Gunnison County; 7/01/2023 - 6/30/2024; \$430,207
 - 10. Approval for USDA Forest Service Modification of Grant or Agreement; for added funding to treat noxious and invasive plants along designated rights-of-ways; 6/01/2023 - 10/31/2023; up to \$8,000
- County Manager's Reports
- 8:40 • Lot Cluster; Lots 9, 10 and 11, Chair Mountain Ranch Subdivision, Filing 2; Chad and Danielle Weaber; LUC-22-00063
- 8:45 • Discussion and Possible Action on Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Road #3
- 9:15 am • Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **BREAK**
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Executive Session, pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Tyzzer v. Gunnison County, Colorado Court of Appeals No. 22CA0681, Gunnison County District Court No. 2021CV30017
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDdTZHTFNRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,,*471302# US

+16694449171,,82753657556#,,,,*471302# US

*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.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit #2-2023; Adaptive Spor

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Special Event Liquor License for Adaptive Sport. CB

Fiscal Impact:

Submitted by: Kathy Simillion, county Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/20/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 4/20/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/20/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 5/2/2023



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

SPECIAL EVENT LIQUOR PERMIT 2-2023

to sell/serve malt, vinous, and spirituous liquor for on-premises
consumption at 24476 Highway 135, Crested Butte, Colorado.

ADAPTIVE SPORTS
PO BOX 4321
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective: Day, 08.06.2023 from 4:00 p.m. to 11:30 p.m.

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

Kathy Simillion 5-1-2023
Gunnison County Clerk
Kathy Simillion

Date Board of County Commissioners Date

Application for a Special Events Permit

Departmental Use Only

received
4-6-2023

State Only Permit/State Property

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** (See back for details.)

- | | | |
|------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Social | <input checked="" type="checkbox"/> Athletic | <input checked="" type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Adaptive Sports Center of Crested Butte, Inc.	State Sales Tax Number (Required) 98-09129-0000
------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 1639 Crested Butte, CO 81224	3. Address of Place to Have Special Event (include street, city/town and ZIP) 24476 State Highway 135, Crested Butte, CO 81224 Bill Lacy Arena
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4. Authorized Representative of Qualifying Organization or Political Candidate Christopher K. Hensley	Date of Birth 11/17/66	Phone Number 970-349-2296
-----------------------------------------------------------------------------------------------------------------	----------------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
PO Box 1285, Crested Butte, CO 81224

5. Event Manager Lee Berglund	Date of Birth 05/25/86	Phone Number 970-349-2296
-----------------------------------------	----------------------------------	-------------------------------------

Event Manager Home Address (Street, City, State, ZIP) PO Box 4321 Crested Butte, CO 81224	Email Address of Event Manager lee@adaptivesports.org
-----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
08/06/23	4:00p.m.	11:30p.m.												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Executive Director	Date 03/30/23
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

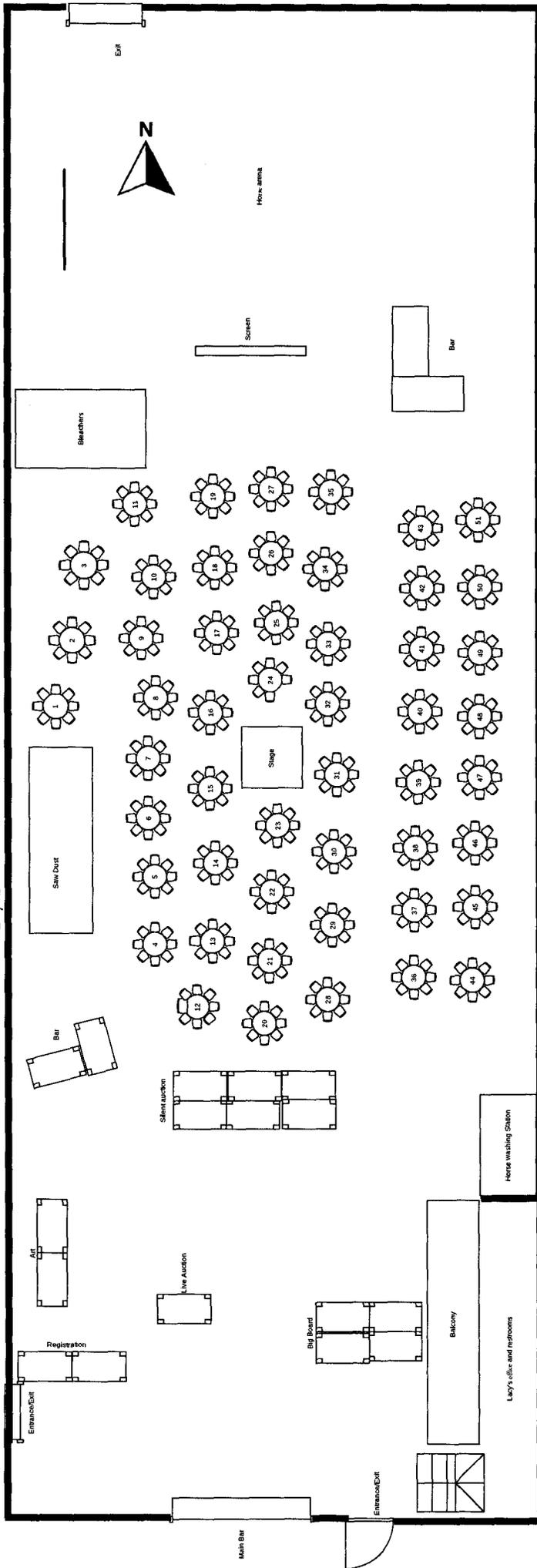
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) Gunnison County	<input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk 970-641-7641
Signature 	Title County Clerk	Date 4-6-2023

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Lacy Arena



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-04714; Irwin Backcoun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:
Liquor License renewal for Irwin Backcountry Guides LLC dba Taylor River Lodge

Fiscal Impact:

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

Finance Review: Required Not Required

Comments:

Reviewed by: _____ Discharge Date: _____

County Attorney Review: Required Not Required

Comments:
Legally sufficient. SO 4/24/23

Reviewed by: GUNCOUNTY1\sobaid Discharge Date: 4/24/2023 Certificate of Insurance Required
Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie Discharge Date: 4/25/2023

Consent Agenda Regular Agenda Worksession Time Allotted: _____

Agenda Date: 5/2/2023



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-04714
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**IRWIN BACKCOUNTRY GUIDES LLC DBA TAYLOR RIVER LODGE
10931 COUNTY ROAD 742
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 07.06.2023 - 07.06.2024

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

Kathy Simillion 4-21-2023
Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**IRWIN BACKCOUNTRY GUIDES LLC
dba TAYLOR RIVER LODGE
10931 COUNTY ROAD 742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-04714	License Expires at Midnight July 06, 2024
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 4/21/2023 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

**TAYLOR RIVER LODGE
 PO BOX 1807
 Crested Butte CO 81224**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 550

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.

Colorado Beer and Wine License Renewal Application

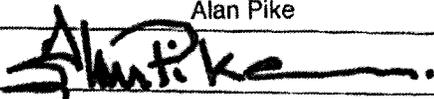
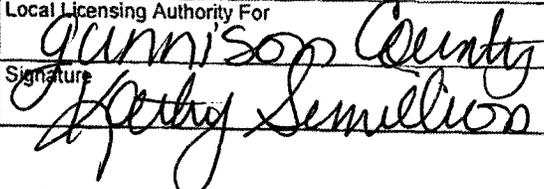
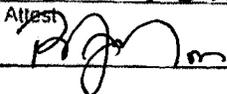
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name IRWIN BACKCOUNTRY GUIDES LLC		Doing Business As Name (DBA) TAYLOR RIVER LODGE	
Liquor License # 03-04714	License Type Hotel & Restaurant (county)		
Sales Tax License Number 30178000	Expiration Date 07/06/2023	Due Date 05/22/2023	
Business Address 10931 COUNTY ROAD 742 Almont CO 81210			Phone Number 9703497761
Mailing Address PO BOX 1807 Crested Butte CO 81224		Email accounting@elevenexperience.com	
Operating Manager Molly Minett	Date of Birth 4/22/1989	Home Address 172 Blackstock Drive, Unit A, Crested Butte CO 81224	Phone Number 970-376-2641
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>5/31/29</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)? 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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? If yes, attach a detailed explanation. Yes No

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? If yes, attach a detailed explanation. Yes No
 Irwin Backcountry Guides LLC owns and operates the following liquor licenses:
 1. Scarp Ridge Lodge #03-03038
 2. Taylor River Lodge #03-04714
 3. The Movie Cabin #03-02906
 4. The Parking Barn #03-02907

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 Alan Pike	Title Managing Member
Signature 	Date 3/25/2023
Report & Approval of City or County Licensing Authority	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.	
Local Licensing Authority For Gunnison County	Date 3-31-2023
Signature 	Title County Clerk
	Attest 

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-04714; Irwin Backcoun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Irwin Backcountry Guides LLC dba Taylor River Lodge

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/24/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/24/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/25/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

FERMENTED MALT BEVERAGE AND WINE

ALCOHOL BEVERAGE LICENSE #04-01232

to sell/Malt Liquor and wine for off premises
consumption in the County of Gunnison, Colorado.

**SKYHIGH COLORADO LLC DBA TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 07.01.23 - 07.01.2024

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

Kathy Simillion 4-21-2023
Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**SKYHIGH COLORADO LLC
dba TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 04-01232	License Expires at Midnight July 01, 2024
License Type FERMENTED MALT BEVERAGE AND WINE(COUNTY)	
Authorized Beverages FERMENTED MALT BEVERAGE AND WINE	

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. 4/21/2023 AB

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

APR 10 2023

Submit to Local Licensing Authority

**TAYLOR PARK TRADING POST
 23044 COUNTY ROAD 742
 Almont CO 81210**

Fees Due	
Renewal Fee	167.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 167.50

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name SKYHIGH COLORADO LLC		Doing Business As Name (DBA) TAYLOR PARK TRADING POST	
Liquor License # 04-01232	License Type Fermented Malt Beverage and Wine(county)		
Sales Tax License Number 42434484	Expiration Date 07/01/2023	Due Date 05/17/2023	
Business Address 23044 COUNTY ROAD 742 Almont CO 81210			Phone Number 9706412555
Mailing Address 23044 COUNTY ROAD 742 Almont CO 81210		Email t.brand.b4.tb@gmail.com	
Operating Manager Theodore Brand	Date of Birth 10-09-1968	Home Address 23044 County Rd, 742 Almont, CO 81210	Phone Number 720-383-0716
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)? 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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? If yes, attach a detailed explanation. Yes No

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? If yes, attach a detailed explanation. Yes No

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	Title	
Theodore Brand	Member	
Signature	Date	
<i>Theodore Brand</i>	4-5-23	
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	Date	
Gunnison County	4-10-2023	
Signature	Title	Attest
<i>Patty Simillion</i>	County Clerk	<i>R. J. Purdie</i>

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

May 2 - June 20, 2023
(as of 4/28/2023)

Board of County Commissioners

- BOCC Regular Meeting**
May 2, 2023, All Day @ BOCC Boardroom
[More Details](#)
- Mayors & Managers Meeting - Hosted by Town of Crested Butte**
May 4, 2023, 12:00 PM - 1:30 PM
[More Details](#)
- BOCC Work Session**
May 9, 2023, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
May 16, 2023, All Day @ BOCC Boardroom
[More Details](#)
- Commissioner Houck Attending NACo Western Interstate Region Conference**
May 16, 2023 - May 19, 2023
[More Details](#)
- Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
May 18, 2023, 9:00 AM @ BOCC Boardroom
Cont'd Joint Public Hearing (moved from April 6th) starts at 9 am - Gregory Six Lot Subdivision
[More Details](#)
- BOCC Work Session**
May 23, 2023, All Day @ BOCC Boardroom
[More Details](#)
- Mayors & Managers Meeting - Hosted by Western Colorado University**
June 1, 2023, 12:00 PM - 1:30 PM
[More Details](#)
- BOCC Regular Meeting**
June 6, 2023, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session**
June 13, 2023, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
June 20, 2023, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

- Holiday - Memorial Day - Offices Closed**
May 29, 2023, All Day
[More Details](#)
- Holiday - Juneteenth – Offices Closed**
June 19, 2023, All Day
[More Details](#)

Gunnison-Hinsdale Board of Human Services

- Gunnison-Hinsdale Board of Human Services Meeting**
June 20, 2023, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: April 18, 2023 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review: a draft of the April 18th, BOCC regular meeting minutes.

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 5/2/2023

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
April 18, 2023**

The April 18, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Liz Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner

Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This separate meeting was held from 8:36 am to 9:24 am. Please refer to separate meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:24 am.

ALCOHOL BEVERAGE LICENSE #03-1848; SAPINERO VILLAGE INC DBA SAPINERO VILLAGE; EFFECTIVE DATE 4/04/2023 - 4/04/2024

ALCOHOL BEVERAGE LICENSE #03-01378; ELK CREEK MARINA LLC DBA PAPPY'S RESTAURANT; EFFECTIVE DATE 6/03/2023 - 6/03/2024

FERMENTED MALT BEVERAGE AND WINE ALCOHOL BEVERAGE LICENSE #04-00107; ELK CREEK MARINA LLC DBA ELK CREEK MARINA; EFFECTIVE DATE 6/03/2023 - 6/03/2024

FERMENTED MALT BEVERAGE AND WINE ALCOHOL BEVERAGE LICENSE #04-00106; ELK CREEK MARINA LLC DBA LAKE FORK MARINA; EFFECTIVE DATE 6/03/2023 - 6/03/2024

FERMENTED MALT BEVERAGE ALCOHOL BEVERAGE LICENSE #05-23848-0002; THREE RIVERS RESORT INC DBA THREE RIVERS RESORT; EFFECTIVE DATE 6/21/2023 - 6/21/2024

LIQUOR SALES ROOM LICENSE #03-07474; BUCKEL FAMILY WINE LLC DBA BUCKEL FAMILY WINE; EFFECTIVE DATE 6/01/2023 - 5/31/2024

With no concerns from the Board on any of the license applications, Commissioner Houck **moved** to approve: a) Alcohol Beverage License #03-1848; b) Alcohol Beverage License #03-01378; c) Fermented Malt Beverage and Wine Alcohol Beverage License #04-00107; d) Fermented Malt Beverage and Wine Alcohol Beverage License #04-00106; e) Fermented Malt Beverage Alcohol License #05-23848-0002; and e) Liquor Sales Room License #03-07474, as presented that day on the agenda. Commissioner Puckett Daniels seconded. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 9:26 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:26 am.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: Commissioner Houck let Assistant County Manager for Community and Economic Development Cathie Pagano know (as she was present in the room) that he would not be able to attend the Joint Public Hearing scheduled for May 18th; he would instead be attending the Western Interstate Region NACo Conference.

County Manager Matthew Birnie requested that the Board discuss scheduling for June. The Board, in the interest of time, made the decision to hold this conversation at the end of the meeting. CM Birnie also requested that the Board look at June 27th and let him know if they would all be available for an employee recognition celebration proposed for that date. The Board agreed to also consider this date.

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith, to approve the amended minutes as discussed that morning. Motion carried unanimously.

- 1. March 7, 2023 Regular Meeting. Amendments as follows:** Page 4 – under Commissioner Items for Commissioner Smith, changes to Items #2, #3, and #7. Item #2 – change wording to read, "to amend how the organization advocates on proposed legislation's policy"; Item #3 – change word "conference" to "Spring Policy meetings"; and Item #7 – change wording to read

"Commissioner Smith reported that the Universal Pre-K Program has received a waiver for those children falling in enrollment 'gaps,' which locally are August 1st to October 1st. Advocacy from Gunnison County and the school district was critical in ensuring the waiver, and Commissioner Smith stated that 12 out of the 19 children estimated to be within that time frame have been able to go through the paperwork necessary for the waiver."

2. **March 21, 2023 Regular Meeting.** *Amendments as follows:* Page 6 – under Commissioner Items for Commissioner Smith, Item #2 – change title wording to read, "Attended a meeting last Friday, March 17th with Janet Farmer and Scott Truex (RTA), and staff representatives from Senator Bennet's office." Also on Page 6 – under Commissioner Items for Commissioner Puckett Daniels, Item #1 – change title wording to read, "Attended a Colorado Counties Inc (CCI) Legislative meeting (while Commissioners Smith and Houck were out on vacation)."
3. **April 4, 2023 Regular Meeting.** *Amendments as follows:* Page 4 – under Commissioner Items for Commissioner Puckett Daniels, Item #3 – change wording in last sentence to read, "... development close to population centers with transit connections, for conservation of the outlying lands for wildlife, ranching, and other needs."

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

1. Transunion Subscriber Agreement for TRADS Services; Gunnison County Sheriff's Office; for law enforcement data base searches; Effective date of signing; \$1,800 annually
2. Professional Services Agreement; Design Workshop; for the Planning of CB to CB South multi-modal trail; Effective date of signing -3/31/2024; \$178,915
3. Approval for Public Service Grant Memorandum of Agreement with City of Gunnison; for Gunnison County Substance Abuse Prevention Project (GCSAPP) Drivers Education and Youth programming; 1/01/2023 - 12/31/2023; \$14,000
4. Approval for Approved Task Order Contract, Contract Amendment #2; Colorado Department of Public Health and Environment; Gunnison County Substance Abuse Prevention Project (GCSAPP) grant renewal; 7/01/2023 - 6/30/2024; \$242,084.00
5. Approval for BOCC Letter of Support; for Upper Gunnison River Water Conservancy District's America the Beautiful Grant Application
6. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town of Marble; establishing how settlement funds shall be divided and distributed
7. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town of Mt. Crested Butte; establishing how settlement funds shall be divided and distributed
8. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town of Crested Butte; establishing how settlement funds shall be divided and distributed
9. Approval for Professional Services Agreement; Gunnison County and Town of Crested Butte; to Alpine Environmental Consultants; for input, as directed by town and county staff and outside counsel, on the water rights case, land exchange, and mineral withdrawal for Mt. Emmons Project; Effective date of signing - 12/31/2023; up to \$4,890 each
10. Approval for Subordination Agreement; Morgan Rockwood Properties, LLC; for parcels in The Meadows Phase 2-R
11. Approval for Temple Hoyne Buell Grant Application; Gunnison County Health and Human Services; for Early Childhood Council continuation of funding; \$30,000

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room for his report.

1. **White River National Forest (WRNF) Protection Officer; Funding.** CM Birnie let the commissioners know that the White River National Forest had asked for \$10,000 in funding for their forest protection officers for the 2023 tourist season; also, Ron Leach with the Town of Marble had notified Gunnison County that they would not be contributing funding for this year. Instead, this full amount would need to be funded from the BOCC's discretionary funds, should they elect to do so.

The Board and CM Birnie discussed for several minutes various topics, including: why this should be county-funded rather than funded by the WRNF; the positive feedback from having a protection officer last year; reasons why the Town of Marble had elected not to fund this year; the impact of not having a protection officer presence in the area; follow-up regarding the 2022 stakeholder group recommendations, and; what can be expected from the WRNF.

The Board then decided to have further discussion on this issue, as well as give further consideration to continuing ATV, OHV, and UTV use on a certain portion of County Road #3. The commissioners requested CM Birnie to schedule these two discussions for the May 2nd regular meeting agenda.

TREASURER'S REPORT: County Treasurer Debbie Dunbar presented remotely via Zoom, confirming that there was nothing out of the ordinary to report.

With no concerns from the Board, it was moved by Commissioner Smith, seconded by Commissioner Puckett Daniels to accept the Treasurer's reports and authorize the chair's signature on the report. Motion carried unanimously.

VOUCHERS AND TRANSFERS:

1. **April 2023 2023 Accounts Payable Report. Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of \$4,003,400.37. Motion carried unanimously.
2. **February 2023 Purchase Card Report.**
3. **March 2023 Cash Transfer Report. Moved** by Commissioner Smith to approve the cash transfer in the amount of \$5,251,764.77. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.
4. **Sales Tax - LMD Reports.** Commissioner Puckett Daniels commented on the sales tax revenues for January and February 2023, noting that they were still up from 2022. She also noted that the Town of Crested Butte revenues were down and pointed out the empty downtown storefronts there. Commissioner Smith stated that this seemed on track with inflation. CFO Perry Solheim, also present in the room, agreed with this. He also briefly outlined for the Board those items included in totals for the county's lodging sales taxes that might cause their totals to differ from the Local Marketing District's lodging tax totals.

REVIEW OF REAL PROPERTY PURCHASE; 25476 STATE HIGHWAY 135, CRESTED BUTTE

1. **Resolution; Authorizing the County Manager to Purchase 25476 State Highway 135 in Crested Butte, Colorado**

CM Birnie briefly explained the purchase of this parcel for the Brush Creek intersection, and the process in working towards a closing date slated for the next week. He also noted that more needed to happen before they would be able to close, and added that the resolution before them was really for the title company, showing that the Board does approve the purchase.

Commissioner Puckett Daniels asked about the lien mentioned in their meeting packet. CM Birnie explained that the land did have a lien on it; however, the parcel that the county was buying was divided from a larger piece of land, and their small piece had no assets on it. He advised that this transaction with the lender was part of what they were still working on, and added that realtors had stated there would be no change in appraisal to the overall value of the larger land parcel, minus the 0.4-acre parcel that the county wished to purchase.

With no further concerns from the Board, Commissioner Smith **moved** to approve Resolution 2023-11, a Resolution Authorizing the County Manager to Purchase 25476 State Highway 135 in Crested Butte, Colorado. Commissioner Puckett Daniels seconded. Motion carried unanimously.

SUBDIVISION EXEMPTION REQUEST; FOR COUNTY PURCHASE OF 0.4 ACRES LOCATED AT 25476 HIGHWAY 135: Chairperson Houck outlined for those present that this subdivision exemption would be needed for the parcel of land to be purchased at 25476 State Highway 135. He then asked Assistant County Manager for Community and Economic Development Cathie Pagano to explain the LUR requirements for this request.

ACM Pagano began by advising that the plat was not yet ready to sign, and requested that the Board make their motion in such a way that they will be able to sign at a later date without further formal approval. She then walked the Board through the details of the subdivision exemption, reviewing LUR applicable standards and explaining how this subdivision exemption met the LUR standards.

CM Birnie added that they could not create the plat until the bank has officially approved this transaction, and this was also part of what they were waiting on. Assistant County Attorney Sammy Obaid summarized that the reason the county was obtaining this parcel was to incorporate what would be needed for easement for the highway improvement, bypass and underpass proposed at Brush Creek road intersection.

The Board then discussed the standard LUR requirements and the community character benchmark to see if all met LUR requirements. The commissioners agreed that, by slowing down traffic and providing access to multimodal traffic, this subdivision exemption did meet the standards and would make a large impact to the overall area, making it a safer intersection for all users. Commissioner Smith also noted the large amount of community outreach, stakeholder engagement and planning process that had gone before in order to get to this point.

After consulting briefly with ACA Obaid on how to make the motion, Commissioner Houck **moved** to approve the subdivision exemption request for the four-tenths of an acre located at 25476 Highway 135, and in this motion to approve – contingent upon the approval and payoff of the relevant lien holder in executing those documents – that the plat can be signed once those threshold questions have been answered, approval or fail. Also, to delegate to the chair the authority to sign the plat once it is prepared and ready. Commissioner Smith seconded. Motion carried unanimously.

APPROVAL FOR PROFESSIONAL SERVICES AGREEMENT; MEAD & HUNT; FOR 50% DESIGN OF THE BRUSH CREEK INTERSECTION; EFFECTIVE DATE OF SIGNING AND RENEWABLE MONTHLY; UP TO \$367,084 TOTAL BILLED: Assistant County Manager for Public Works Martin Schmidt was present remotely via Zoom. He gave a brief overview of the process utilized for choosing the Mead & Hunt firm, and the reason for developing a 50% design contract, in order to coordinate all the pieces of funding with grant applications. ACM Schmidt further advised that the total design amount had gone up to \$367,084; however, the budget would not need to be amended because it was scheduled to continue into 2024 and the increase could be added to next year's budget plans.

With no concerns from the Board, Commissioner Smith **moved** to approve the Professional Services Agreement with Mead & Hunt for 50% design of the Brush Creek intersection – up to \$367,084 total billed

– and to authorize the chair’s signature. Commissioner Puckett Daniels seconded. Motion carried unanimously.

APPROVAL FOR COUNTY FENCING REMOVAL; BACKCOUNTRY HUNTERS AND ANGLERS (BHA) FENCE REMOVAL WORK DAY, MAY 20TH: Gunnison Conservation District Technician Aleshia Rummel, and Backcountry Hunters and Anglers Assistant Regional Director Chris Parmeter were present in the room to answer any questions the Board might have.

Commissioner Smith thanked both Director Parmeter and Technician Rummel for the maps and information given to the Board for review, and also thanked GCD Tech Aleshia Rummel for her work on checking with all the organizations regarding permission for fence removal. Ms. Rummel noted that she had been working with Gunnison Rising and had not yet heard from them; however, the State Land Board and Western Colorado University had given permission for removal. She stated further that the BLM had asked for their portion of fencing to be left in place as it had a grazing lease.

Commissioner Puckett Daniels **moved** to approve the removal of fencing on the BOCC’s land, adjacent to Western and BLM, just north of Western, for the Backcountry Hunters and Anglers Work Day on May 20th, 2023. Commissioner Smith seconded.

Commissioner Smith then requested that the date be removed, as this work day might be subject to changes. Commissioner Puckett Daniels did a friendly amendment to remove the date and Commissioner Smith amended her second. Chairperson Houck clarified for the record that the motion would be to authorize the removal of fencing on county-owned property in this area, in conjunction and coordination with the other land owners and Backcountry Hunters and Anglers, on the work day or days that would be happening, in order to facilitate that removal. Motion carried unanimously.

Chairperson Houck then reminded everyone present that there was an opportunity for community participation on these projects, and he encouraged all to volunteer.

CHANGE OF AGENDA: Chairperson Houck elected to take a break in the meeting from 10:14 am to 10:23 am.

UNSCHEDULED PUBLIC COMMENTS: There was no one present in the room or via Zoom who wished to make a comment.

CHANGE OF AGENDA: MEETING DISCUSSION, REGARDING JUNE 2023 SCHEDULES: Commissioner Houck congratulated Commissioner Smith on being chosen for the Harvard Leadership Program. Commissioner Smith stated that this program take place 6/5 to 6/23. As she would be on the East Coast, Commissioner Smith would be out for the BOCC meetings of 6/6, 6/13, and 6/20 – though she felt that she could possibly Zoom in for a shorter amount of time for these days (less than 2 hours’ duration).

Commissioner Puckett Daniels stated that she had travel plans for June, and for the meetings of 6/6 and 6/13, she planned to attend via Zoom.

CM Birnie advised that he would be out the first two weeks in June – from 6/5 to 6/16 – but they would have staff coverage.

The Board and CM Birnie discussed what would be needed from each of them within the time period of 6/6 through 6/20 and agreed that they would continue with making sure all was coordinated.

COMMISSIONER ITEMS:

Commissioner Smith

1. Progress on Opioid Settlements amended Intergovernmental Agreements. Commissioner Smith let the Board know that they now had all the amended IGA’s in and approved for Gunnison County (as of this meeting) – for the City of Gunnison, and Towns of Pitkin, Crested Butte, Mt Crested Butte, and Marble.
2. Attended an Early Childhood Council meeting that morning. Commissioner Smith reported that they had attended a Celebrate the Young Child Conference last weekend, and this had been a wonderful conference. The keynote was from the Boulder Journey School – it had been very engaging and interactive – and Commissioner Smith had heard a lot of fantastic feedback from attending educators.
3. Testified last Tuesday on HB 23-1287 regarding short-term rental regulation. Commissioner Smith informed the Board that this bill – which would require vendors advertising short-term rentals online to include a license and permit number on their listings - had passed out of committee with a 10-2 vote. Commissioner Smith noted that the bill would help the county move closer to implementing their own licensing program, and overall, she felt the bill was getting good bi-partisan support.
4. Attended an event last weekend, held on the Western Colorado University (WCU) campus. Commissioner Smith reported that attendees included their Cheatgrass and Habitat Restoration Coordinator, representatives from Bureau of Land Management (BLM), Colorado Parks and Wildlife (CPW), WCU, High Country Conservation Advocates (HCCA), Upper Gunnison River Water Conservancy District (UGRWCD) and the Mountain Utes. The group exchanged cultural values and viewpoints regarding the Gunnison Sage-grouse. The Mountain Utes also shared some of their cultural celebrations through dance. Commissioner Smith observed that it seemed the Mountain Utes were open to a stronger relationship locally and noted that this was already starting to happen through Western and the UGRWCD.

5. Rural Welcoming Initiative update. Commissioner Smith stated that they would be having a retreat next Saturday, in advance of the Welcoming Interactive coming up next April 26 - 28 in San Jose, California. She further noted that Community Health Manager Margaret Wacker would also be attending the Welcoming Interactive.
6. Attended the Child Welfare Allocation committee meeting last Friday. Commissioner Smith noted that she was navigating this with Club 20.
7. Club 20 update. Commissioner Smith reported that the group was working on completing their search for an executive director, and that they had obtained some very good candidates. For their business meeting, Commissioner Smith noted a key legislation piece for this session – the Land Use Bill. She stated that she had encouraged the group to come up with suggestions that were very specific, and also observed that there would be much more work to do over the summer months.
8. Rural Transportation Authority (RTA) update. Commissioner Smith stated that there had been a lot of community response to the transit center being located by the Rec Center, and added that she was happy to see that the City of Gunnison will have a forum for input on that project. Commissioner Houck also commented that one of the key pieces for a transportation hub is the location of services in the near vicinity.
9. Meeting this afternoon with Cheatgrass and Habitat Restoration Coordinator Petar Simic. Commissioner Smith reported that they would be revisiting possibilities for the old greenhouse in its location on Western’s campus, as well as taking a look at other possible locations and grant funding opportunities.
10. Update on Land Use, Senate Bill 213. Commissioner Smith informed the Board that she had received over 50+ pages of amendments last Tuesday for this bill, and that she was still working closely on these amendments with Counties and Commissioners Acting Together (CCAT). She wished to put this on the Board’s radar, as she wanted to know where they, on behalf of the county, stand on it. Commissioner Smith noted that the amendments diluted the housing aspect in so many areas and that it did not address affordability, adding that it needed to meet that demand in a meaningful way.
11. ADD ON at the end of the meeting: Commissioner Smith advised that Club 20 was planning to hold some of their policy meetings in Gunnison next summer.

Commission Laura Puckett Daniels

1. Attended Mayors & Managers last week. Commissioner Puckett Daniels stated that, at the meeting, she had learned more about the Mt. Crested Butte wayfinding signage and found it to be very beautiful signage.
2. Attended a Short-term Rentals Committee meeting last week. Commissioner Puckett Daniels informed the Board that CB South Property Owners Association has a Short-term Rentals Committee, and she had attended their meeting in order to help them understand the county’s stance on short-term rentals, and what regulations the county has (or doesn’t have) regarding these.
3. Attended a Gunnison Valley Regional Housing Authority meeting last week. Commissioner Puckett Daniels reported that GVRHA employee Lauren Woodyard had passed her realtor tests and was now a licensed realtor. Commissioner Puckett Daniels further noted that Ms. Woodyard had expressed her commitment to the home-ownership program this year, and was working on getting a firm grasp on deed-restricted inventory. In order to greatly aid her in accomplishing that goal, the Housing Authority was acquiring HomeKeeper software – a deed restriction management software. The Town of Crested Butte, who has the largest inventory of deed-restricted housing in the valley, had pledged to invest funds toward the purchase and start-up of the software. Commissioner Puckett Daniels also noted that the Housing Authority had started their strategic planning, and she offered to send a brief document to the other commissioners for review and comment if they desired.
4. Attended the Energy and Environment Symposium in Rife and Newcastle, in Garfield County. Commissioner Puckett Daniels relayed that this had been a great way to connect with people from around the state; she stated that there had been an impressive turnout of representatives from local governments, industry, and state government. Commissioner Puckett Daniels added that she had learned a lot about oil and gas production, regulation, and technologies of the future.
5. Kickoff community summit for the Wild and Scenic stakeholder process to take place on April 27th. Commissioner Puckett Daniels advised the Board that the group in Marble was asking for help to provide food at this event, and advised that there was no specific ask – it would just go towards the \$825 estimated cost of the dinner. The Board made the decision to contribute \$250 from their BOCC discretionary funds. CM Birnie advised there was no need to make a motion for the funds; the group in Marble just needed to send an invoice for this.
6. ADD ON at the end of the meeting: Commissioner Puckett Daniels let the Board know that next week she would be attending the Cities of the Americas Summit, along with ACM John Cattle. As a result, she would be unable to attend the contractor meeting on April 26th. Also, she stated that she hoped to attend the CCI meeting next Friday if possible, as she wanted to observe how “it all works.”

Commissioner Houck

1. Much time spent last week with Colorado Counties Inc (CCI) and Counties and Commissioners Acting Together (CCAT). Commissioner Houck stated that the Land Use bill is important, but very hard to craft a bill for "one size fits all," given the state's diversity. Also, Commissioner Houck expressed that he was worried that the amendments were more gestures, than a response to concerns that the counties have. The Board then also discussed the challenges of this bill and how it would address issues. Commissioner Houck added that he would have another CCAT Land Use meeting on Thursday, April 20th.
2. Great meetings with the BLM, regarding the Resource Management Plan Amendment (RMPA) for Gunnison Sage-grouse. Commissioner Houck emphasized that having former Gunnison County Wildlife Biologist Jim Cochran involved in the RMPA process, with his past experience in working with various state wildlife agencies, has been extremely valuable. He added that they will have another meeting at the end of the week for the RMPA.
3. Grand Mesa - Uncompahgre - Gunnison (GMUG) Forest Plan revisions update. Commissioner Houck reported that he has been working on this plan for the last five years at least, and he was the last commissioner standing from those who began the process. He noted that new people will add into the process and it will be necessary to get them up to speed. Commissioner Houck also stated that he would be talking to CM Birnie to put together a review of the plan for a future work session, as they get closer to finalizing.
4. "Thanks!" for the Sawtooth groundbreaking ceremony. Commissioner Houck offered his appreciation and observed that, with the Sawtooth project, he saw county funding and resources being utilized very well. He added that he appreciated the leverage and planning involved, and the thoughtful long-term strategy incorporated between several collaborating county departments. He concluded that this was not just an investment in housing, but for the long term as a unique, exciting model.
5. Schedule of out-of-town meetings for next week. Commissioner Houck informed that Board that he would be meeting with other commissioners and staff from Senator Bennet's office in Delta to go over several pieces of legislation. From there, he would attend the Marble kickoff meeting, and then swing over to Denver for a CCI meeting on Friday, April 28th. He advised that he would be available next week, but not physically in the county.
6. Reminder to attend the Contractor meeting on the morning of April 26th. Commissioner Houck let the other commissioners know that this was an important meeting to attend, with policy discussion and decisions to be made at the meeting.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 11:00 am.

Jonathan Houck, Chairperson

Liz Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-11**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO PURCHASE
25476 STATE HIGHWAY 135 IN CRESTED BUTTE, COLORADO

WHEREAS, the County desires to purchase certain property commonly known as 25476 State Highway 135, Crested Butte, Colorado; and

WHEREAS, on May 17, 2022, the Board of County Commissioners, by Resolution 22-22, delegated authority to the County Manager to negotiate and execute contracts for the purchase of real property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The County Manager is authorized to execute and deliver all instruments necessary for the purchase of 25476 State Highway 135, Crested Butte Colorado.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 18th day of April, 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

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

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Public Service Grant Agreement; City

Action Requested: County Manager Signature

Parties to the Agreement: City of Gunnison

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS would like to accept funding from the City of Gunnison for \$18,000 for work of the Early Childhood Council and MRS to increase licensed childcare in Gunnison.

Fiscal Impact:

Submitted by: Margaret A Wacker

Submitter's Email Address: margaretwacker@hotmail.com

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/19/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/14/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/14/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/20/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023

PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective as dated below, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Eighteen Thousand Dollars and No Cents (\$18,000.00), within thirty (30) days of execution of this agreement to be used for Gunnison-Hinsdale Early Childhood Council to accomplish the following objectives by COUNTY:

- 1) • Continue the GHECC and MRS work to raise community awareness around the issues facing early childhood education in the following ways:
 - Community presentations on the current early childhood landscape
 - Community Planning meetings in preparation for Universal Preschool
 - Continue surveying the Early Childhood Workforce and Parents in the Community regarding their needs for early childhood care and education.
 - Increase Latinx community's awareness around resources available through the City of Gunnison as well as support the City of Gunnison in communications to the Latinx community in emergency situations.
- 2) Increase access to quality early childhood care and education.
 - The GHECC and MRS staff, in collaboration with the Gunnison County Libraries, will be responsible for organizing Family Friend and Neighbor

(FFN) (non-licensed caregivers) trainings and pre-licensing. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. Trainings will include many of the pre-licensing courses necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration. Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.

- The GHECC and MRS staff will plan the 2023 Nurturing the Young Child Conference, which provides 6 hours of continuing education as well as the opportunity for attendees to earn a CEU through Western Colorado University. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.

- The GHECC staff will continue to work closely with Western Colorado University offer the newly developed ECE 101 and 103 equivalent courses through WCU.

3) Support early childhood programs in the recruiting and retaining early childhood educators through a reward system and a sick leave program.

- GHECC and MRS staff will work closely with local childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system.

Stipends will be rewarded as follows:

- Credential Level 1 \$100 Stipend (1st yr. applicants) \$200 (2nd yr. applicants)

- Credential Level 2 \$200 Stipend (1st yr. applicants) \$400 (2nd yr. applicants)

- Credential Level 3 \$300 Stipend (1st yr. applicants) \$600 (2nd yr. applicants)

- Credential Level 4-6 \$400 Stipend (1st yr. applicants) \$800 (2nd yr. applicants)

- GHECC will continue to offer the EC Educator sick leave program to licensed early childhood programs. Requests are capped at \$1,000/employee per year. Funds will be held by the GHECC, and the center directors and home providers will request reimbursement from the GHECC for the sick leave pay. (The Council is not requesting additional funds for the paid sick leave program as we expect a large portion of sick leave funds from our 2022 City grant to be unspent by 2023)

(b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 10 of this Agreement.

(c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2022 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) COUNTY agrees acknowledge the financial support of the CITY in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2023, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the CITY).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms 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 parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand Dollars and No Cents (\$424,000.00); and for an injury to two or more persons in any single

occurrence, the sum of One Million One Hundred Ninety-Five Thousand Dollars and No Cents (\$1,195,000.00).

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

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, COUNTY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. COUNTY does not have any authority to bind CITY in any manner whatsoever.
- (b) COUNTY acknowledges and agrees that COUNTY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, COUNTY is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with COUNTY and, therefore, COUNTY shall not delegate or assign its duties under this Agreement without the prior written consent of CITY which consent CITY may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by COUNTY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if

within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) COUNTY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162
Email: bcowan@gunnisonco.gov

COUNTY: GUNNISON COUNTY
Lana Athey
220 N. Spruce Street
Gunnison, CO 81230
Email: lathey@gunnisoncounty.org

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

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

- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees and expert witness fees.

13. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

14. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Diego Plata
Mayor

Erica Boucher
City Clerk

GUNNISON COUNTY

By: _____
Matthew Birnie
County Manager

(SEAL)

ATTEST:

Melanie Bolig
Deputy Clerk/Secretary
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Caring for Colorado Grant application

Action Requested: County Manager Signature

Parties to the Agreement: ReproCollab, Caring for Colorado

Term Begins: June 1 2023

Term Ends:

Grant Contract #:

Summary:

We are applying for a grant to fund our Family Planning Services and Multicultural Resources Team for a 2 year time frame

Fiscal Impact: \$250,000

Submitted by: Ariel Tidwell

Submitter's Email Address: atidwell@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/19/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/21/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023

ReproCollab: Advancing Reproductive Equity in Colorado; Caring for Colorado Grant

Grant application is due April 26th at 5pm.

Work Plan:

- 1) Initiate a disease prevention pre-exposure prophylaxis HIV (PrEP) program. This is a program that provides free or reduced cost care for those seeking preventive services for individuals at risk for HIV infection.
- 2) Implement a Spanish language program for the staff at Family Planning to increase access for Spanish speaking clients. This would support better connections between clinical staff and the clients.
- 3) Increased time for outreach by the Health Navigation Multicultural Resource (MRS) staff at Gunnison County Health and Human Services (HHS).
- 4) Reproductive Health training for clinical staff members.
- 5) Upgrade to the current Electronic Health Record (HER) to improve clinic systems and operations.
- 6) Continuing education for the Administration Staff for Billing education.

Budget: Requesting \$250,000 over 2 years.

- 1) Staff training time: \$25,000
 - a. Up to \$3,000 per training for up to five staff in the program
 - b. Up to 2 training per person over the 2 years
 - c. Trainings would include topics such as
 - i. Patient centered care
 - ii. Adolescent sexual health
 - iii. Implicit bias training
 - iv. Best practices in sexual health
- 2) Staff travel to training: \$25,000
 - a. \$3,000 per training for food, travel, hotel for five people in the program
 - b. 2 trainings over the 2 years
 - c. In state travel would be ideal but if an out of state opportunity would arise then we would have the funds to support this
- 3) Staff time developing PrEP program: \$18,360
 - a. Up to 80 hours staff time to plan and execute a PrEP program
 - b. Staff development will include planning and execution and process improvement (if time allows).
- 4) Supplies and materials for PrEP program start up: up to \$138,720 over 2 years
- 5) Spanish language program for staff: \$9,600
 - a. Support custom training for Spanish language program services through a team of teachers for staff for 2 hours a week for 2 years.
- 6) Staff Outreach Time: \$18,000
 - a. 5 hours a week for MCR team to focus on reproductive health outreach
- 7) Electronic Health Record upgrade: \$4,800
 - a. \$200 a month for 2 years with Cure MD.

- 8) Quality Health Network Subscription: \$600
 - a. \$25 a month for two years
- 9) Billing education class for 2 administrative staff: \$5,440
 - a. AAPC: Certified Professional Biller Training \$2719.99
 - i. 16 week course: \$2,350
 - ii. Class materials: 369.99
 - b. Time spent studying for class, class time, and certification prep:
 - i. 4 hours per week for 16 weeks for 2 administrative staff: \$4,480

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement with

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison, Town of CB, Coal Creek Watershed Coalition

Term Begins: May 2nd 2023

Term Ends:

Grant Contract #:

Summary:

The contractor will meet with stakeholder groups to continue water quality evaluation, discuss management plans for the Keystone mine property and to evaluate MEMC discharge stormwater permits.

Fiscal Impact: 6,800

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/24/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/24/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/24/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/25/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the ___ day of _____, by and among the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (“Gunnison County”), the Town of Crested Butte, whose address is P.O. Box 39, Crested Butte, Colorado 81224 (“Crested Butte”) and Coal Creek Watershed Coalition, a Colorado nonprofit corporation whose address is P.O. Box 925, Crested Butte, Colorado 81224 (“Contractor”), collectively referred to as “Parties” and individually as “Party.”

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County and Crested Butte may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its strategic goal of protecting the environment, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County and Crested Butte shall pay Contractor total fees as more specifically not to exceed thirteen thousand six hundred and No/100 U. S. Dollars (\$13,600.00) (“Compensation”), split evenly between Gunnison County and Crested Butte, with each paying

no more than \$6,800. Payment shall be made by Gunnison County and Crested Butte to Contractor within forty-five (45) days of receipt of an invoice. If the Gunnison County and Crested Butte object to any invoices submitted by Contractor, Gunnison County and Crested Butte will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If Gunnison County and Crested Butte 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 Gunnison County and Crested Butte, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

- a. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- b. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. Gunnison County and Crested Butte's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of Gunnison County and Crested Butte's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, Gunnison County and Crested Butte must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by Gunnison County and Crested Butte, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against Gunnison County and Crested Butte by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by Gunnison County and Crested Butte.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to Gunnison County and Crested Butte under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The Parties hereto understand and agree that Gunnison County and Crested Butte, 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 Gunnison County and Crested Butte, its officers or employees.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County or Crested Butte. Contractor does not have any authority to bind Gunnison County or Crested Butte in any manner whatsoever.

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

Gunnison County and Crested Butte are exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which Gunnison County and Crested Butte are exempt shall not be included in the Compensation. Gunnison County and Crested Butte shall, upon request, furnish Contractor with a copy of their Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County and Crested Butte, its Commissioners, council members, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, Gunnison County and Crested Butte shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against Gunnison County and Crested Butte.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide Gunnison County and Crested Butte reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by Gunnison County and Crested Butte. Each Party will cooperate in good faith with the other to facilitate the defense of any such claim and Gunnison County and Crested Butte will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of Gunnison County and Crested Butte, unless the settlement includes an admission of wrongdoing, fault or liability by Gunnison County and/or Crested Butte, whether express or implied.

Any term included in this Agreement that requires Gunnison County and Crested Butte to indemnify or hold Contractor harmless; requires Gunnison County and Crested Butte to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

as any governmental authority might demand that Gunnison County and Crested Butte take for the purpose of complying with any such laws and regulations.

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of Gunnison County and Crested Butte, its departments, boards, council, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of Gunnison County and Crested Butte in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action

passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. Gunnison County and Crested Butte shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify Gunnison County and Crested Butte will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Any Party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a Party may have with respect to the event giving rise to termination or any other rights or other remedy a Party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to Gunnison County and Crested Butte as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third-party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third-party.
- f. Contractor has the right to and shall assign to Gunnison County and Crested Butte all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to Gunnison County and Crested Butte. To the extent that Contractor is not permitted to assign any warranties or indemnities to Gunnison County and Crested Butte, Contractor agrees to specifically identify and enforce those warranties and indemnities

on behalf of Gunnison County and Crested Butte to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

No Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such Party, and not caused by such Party's negligence, including war or armed

conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the Parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, a Party may terminate this Agreement and the Parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Crested Butte: Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224
Phone: 970-349-5338

Contractor: Ashley Bembenek
Coal Creek Watershed Coalition
P.O. Box 925
Crested Butte, Colorado 81224
Phone: 970-251-0029

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of any Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

Notwithstanding anything to the contrary herein, the Gunnison County and Crested Butte shall not be subject to any provision included in any terms, conditions, or agreements appearing

on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to Gunnison County or Crested Butte. Contractor shall be subject to financial audit by federal, state, county or local entity auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to Gunnison County and Crested Butte, 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 Gunnison County and/or Crested Butte's PII either could have been, or was compromised, then Contractor shall immediately notify Gunnison County and Crested Butte in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to Gunnison County, Crested Butte or third-parties as the result of any such data breach.

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The Parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

Jonathan Houck, Chairperson

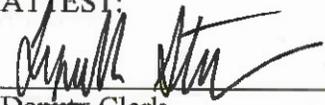
ATTEST:

Deputy Clerk

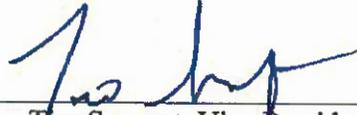
TOWN OF CRESTED BUTTE

By: 
Dara MacDonald, Town Manager

ATTEST:


Town Deputy Clerk

COAL CREEK WATERSHED COALITION

By: 
Tim Szurgot, Vice President Coal Creek Watershed Coalition

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:



November 28, 2022

Dara MacDonald, Town Manager
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Matthew Hoyt, Attorney
Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230

Subject: 2023 Proposal for the Mt. Emmons and Coal Creek Project

Ms. MacDonald and Mr. Hoyt:

Since signing the memorandum of understanding (MOU) with MEMC and other parties in 2016, the Town of Crested Butte and Gunnison County have collaborated with the Coal Creek Watershed Coalition (CCWC) and other stakeholders to address the long-term management of the Keystone Mine site and to develop site-specific standards for Coal Creek Segment 12.

In the coming years, the stakeholder group will use data collected by CCWC and others to determine the source of pollutants during snowmelt and high flow. This information will be used to develop protective site-specific standards for Coal Creek. The stakeholder group will also work collaboratively with MEMC to plan and implement clean-up activities at the Keystone Mine property. Local input is vital to assure the project is protective of Coal Creek, the Town's drinking water supply, and the environment. Clean-up activities at the Keystone Mine site are planned for the next several years.

Major Tasks:

During 2023 we expect to meet with the stakeholder group on a quarterly basis to continue water quality data evaluation, discuss management plans for Keystone Mine property, and discharge and stormwater permits. The technical coordinator, Ashley Bembenek, will communicate with local parties before and after meetings, as needed, to assure progress between quarterly meetings.



Cost Estimate:

The cost estimate includes time for strategic meetings with local parties, quarterly technical meetings and associated travel expenses, water quality data analysis, and to evaluate MEMC's discharge permit and other technical elements of the project. The proposal addresses the technical expertise provided by Ashley Bembenek and assumes that the Town and County will continue to provide necessary legal services, as they have in the past. The anticipated total cost for 2023 is \$13,600.00; where the Town and County each contribute \$6,800.00. If additional meetings or tasks are developed by the stakeholder group during 2023, it may be necessary to revise this proposal.

Task	Sub-total
Monitor temporary modifications	\$ 1,700.00
Review stormwater and discharge permits	\$ 8,500.00
Stakeholder meetings	\$ 3,400.00
Total Estimated Cost:	\$ 13,600.00
Cost for Town of Crested Butte:	\$ 6,800.00
Cost for Gunnison County:	\$ 6,800.00

Please contact me to discuss any questions or concerns that you may have regarding the proposal. Thank you for your support.

Sincerely,

Ashley Bembenek
Executive Director
Coal Creek Watershed Coalition
(970) 251-0029
abembenek@yahoo.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for 2023 Flexible Support Next Fifty Init

Action Requested: Discussion

Parties to the Agreement: NextFifty

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Funding to support a Senior Resource Specialist and Senior Meal Program

Fiscal Impact: 97777

Submitted by: Elizabeth Holena

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/24/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/25/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023

2023 Flexible Support NextFifty Initiative Expenditure Responsibility Grant Application

Before You Begin

Things to remember when completing your Expenditure Responsibility Flexible Support 2023 application:

IRS regulations require that NextFifty Initiative collect additional information from organizations that are not 501(c)(3) public charities to demonstrate that grant funds would be used exclusively for charitable, not political, or member-oriented, purposes. This is called expenditure responsibility. These organizations will be required to submit a specific budget with their application to identify how Flexible Support funds will be used. If awarded funding, these organizations will be required to account for the use of grant funds separately.

- **Save your application often.** The system will time out after 30 minutes of inactivity, and unsaved data will be lost.
 - Save by clicking the "Save & Finish Later" button. Resume editing by selecting the Application from your Account page.
 - Consider also saving your application content offline.
- **Language Matters.** NextFifty Initiative is intentional in the words used when talking about aging and efforts to combat age discrimination. Grant applications should exhibit [Age Inclusive Communication](#). Increase participation in this movement by visiting [Changing the Narrative](#).
- Have someone unfamiliar with your organization/program read your application for clarity, thoroughness, -and cohesiveness before you submit, e.g. Does the application make sense to someone unfamiliar with your organization/program?
- Once your application is submitted, it is final, and you will not be able to make changes or additions.
- Please limit bullets and formatting in your application.
- When **uploading attachments**, browse to the file on your computer to select the desired document and click on the "Upload" button to attach your document. Only one file can be attached in each attachment field. (Verify that attachments are not password protected).
- **Late submissions will NOT be accepted** regardless of the reason (e.g., computer issues, power outage, Internet connectivity problems, etc.). Plan to fill out and **submit** before the deadline. In-process applications will be locked on **March 22, 2023, at 5:00 PM MDT** and incomplete applications will not be considered.

Attachment checklist:

- Upload all of the required and optional attachments before submitting your application. **Applications without all required documentation will be considered incomplete.**
 - IRS determination letter – required for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations
 - Non-discrimination Policy
 - Current list of Board of Directors/Trustees – required for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations
 - Geographical Area Served Information (if applicable)
 - Project Budget - Itemized budget showing how requested funds will be spent.
 - Most recent Audited Financials, *not older than 12/31/2020* **required** for requests over \$30,000. Organizations that have not completed a recent external audit will be limited to funding requests of \$30,000 or less.
 - External Financial Review or Compilation, Nonprofit organizations with an annual operating budget of \$500,000 or less are eligible to request more than \$30,000 with a **required** external Financial Review or Compilation in lieu of an audit.
 - Current Statement of Financial Position (Balance Sheet) *Must be dated within 90 days of application*

- o Current Statement of Activities, (Fiscal year to date Profit & Loss Statement) *Must be dated within 90 days of application*
- o Previous Fiscal Year's Statement of Financial Position, full year (Balance Sheet)
- o Previous Fiscal Year's Statement of Activities, full year (Profit & Loss Statement)
- o Complete Form 990, including Schedule B – **required** for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations.
- o Additional Information – you may submit any additional documentation you would like NextFifty Initiative to know about your request or organization

What happens after the application is submitted?

- **Late submissions will NOT be accepted** regardless of the reason (e.g., computer issues, power outage, Internet connectivity problems, etc.). Plan to fill out and **submit** before the deadline. In-process applications will be locked on **March 22, 2023, at 5:00 PM MDT** and incomplete applications will not be considered.
- Your application is final once it has been submitted, and you will not be able to make any changes or additions.
- After submitting your application, you will receive an email indicating the success of your submission. Save this email as it will contain the application number, a link to your account, and other important information.
- If necessary, someone from NextFifty Initiative may contact you to request additional information.

Grant award notifications will be made in mid-June

Organization Infrastructure

Organization Information

Organization Name

Gunnison County Department of Health and Human Services

Legal Name

if using a DBA, please enter Organization's legal name here.

Gunnison County

Mailing Address

220 North Pine Street

City	State	Postal Code
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Gunnison	CO	81230
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Primary Phone

9706413244

Website

gunnisoncounty.org

E-Mail Address

By providing your email address, you agree to receive occasional emails containing news and updates from NextFifty Initiative. You may unsubscribe at any time.

elizabeth.holena@state.co.us

County

Gunnison

Tax ID
84-6000770

Tax Status Year Founded
Government Entity 1972

Mission Statement / Purpose of Organization

The mission of Gunnison County Department of Health and Human Services (DHHS) is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community.

IRS Determination Letter

Required for 501(c)(3), 501(c)(4), and 501(c)(6) organizations. ID in letter must match applying organization's Tax ID number.

Non-discrimination Policy

[Non-discrimination Policy.pdf](#)

Organization's Commitment to Diversity, Equity, and Inclusion (DEI)

Describe how your organization demonstrates your commitment to DEI

Gunnison County Department of Health and Human Services (DHHS) understands that increasingly inequitable access and opportunity for physical, mental and social services, if not properly addressed, will result in increased displacement, comorbidity, family instability as well as decreased individual safety, productivity and meaningful aging. DHHS understands that complacency in not addressing inequities can be complicit to injustice, and has committed its agency, staff and resources to build and increase a sense of belonging, connection and community to our diverse older adults in our valley without regards to race, age or income. DHHS is building upon and expanding efforts internally to train its workforce to recognize structural and systemic disparities. The county has recently developed an internal health equity team focused on building an infrastructure to train staff, as they lead in their teams and community roles, ways to combat inequities and increase inclusion. DHHS has also recently adopted measures to support Diversity Equity and Inclusion in its 2023 strategic plan and staff will be pursuing membership in American Society of Aging DEI Upstanders committee. DHHS has also committed its organizational structure to integrating services to increase access to community members regardless of age, race, color, religion, national origin, gender, genetic information, sex, disability or sexual orientation. With integrated public health and human services programs, capacity to help underserved populations and create inclusive programs is enhanced.

If awarded funding, you will be required to sign NextFifty Initiative's [grant agreement](#) which can be found on our website. Modifications or adjustments to the grant agreement will not be accepted.

I have read the grant agreement on the website and my organization is comfortable signing the agreement.

Yes

Demographics

NextFifty Initiative seeks to better understand the populations served with our funding. In order to do so, we'd like to gather basic socio-demographic information about the older adults and caregivers that regularly access your services. We also understand that collecting this information is easier for some organizations than it is for others and so if you do not collect this data currently and/or cannot estimate percentages, please enter 0's where appropriate and utilize the narrative space to explain your connection to these communities, regardless of what the data may show.

Applications are strengthened by focusing on marginalized populations as outlined below.

Race/Ethnicity

Please enter the percentage of older adults that access your program(s)/service(s) in each category below. If you do not know, or do not serve a particular demographic enter 0

Percent of non-Hispanic Black or African American older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

1

Percent of Asian older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

1

Percent of American Indian or Alaskan Native older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

0

Percent of Native Hawaiian or other Pacific Islander older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

0

Percent of Latinos or Hispanic older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

20

Percent of non-Hispanic White or Caucasian older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

78

Low-income

Percent of low-income older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

100

Immigrant/Refugee

Percent of Immigrant or Refugee older adults served

Enter the percentage number. Enter "0" if you do not serve or do not know.

0

Sexual Orientation
Percent of Lesbian, Gay, Bisexual, Transgender and/or Queer identifying older adults served Enter the percentage number. Enter "0" if you do not serve or do not know. 5

Disability Status
Percent of older adults served experiencing a physical disability Enter the percentage number. Enter "0" if you do not serve or do not know. 80
Percent of older adults served experiencing a cognitive disability Enter the percentage number. Enter "0" if you do not serve or do not know. 40
Percent of older adults served experiencing a behavioral disability Enter the percentage number. Enter "0" if you do not serve or do not know. 20

Population Served Narrative
<p>Population Served</p> <ol style="list-style-type: none"> Please describe the population that accesses your programs/services or who you aim to reach. Describe how your organization builds trust and connection, or aims to build trust and connection, with the stated population(s). <p>The population that our programs serve, and who we aim to reach, are predominantly older adults living in rural areas, older adults experiencing a cognitive, physical or behavioral disability, low income older adults and Hispanic or Latino older adults. Our organization strives to build trust and connection both through collaborative outreach activities and one on one relationship building. The Aging Resource Office will focus on outreach for low income older adults with entities also serving similar populations, including The Food Pantry, The Senior Center, The Economic Security Team. Through referrals from the Economic Security Team, the Aging Resource Office will connect with older adults applying for AND, OAP, MAGI Adult and Long Term Care Medicaid. The Aging Resource Office will also target older adult populations working with the Multi Cultural Resource Center, an imbedded program within DHHS. The Multi Cultural Center employs 4 community navigators who are trusted by Hispanic and Latino community members. The Aging Resource Office recognizes that building trust and connection with individuals and populations takes time and effort, allowing individuals to be experts in their own lives and needs. Our specialists take time to gather information on individuals an populations and acknowledge our own gaps in knowledge. Our specialist are active listeners, person centered and communicate effectively and consistently, honoring commitments and being transparent.</p>

Request Narrative

General Information
Request Title

Aging Resource Specialist

Amount Requested

Maximum amount is \$150,000. Click on information icon above to learn more about requirements for requests over \$30,000
97777

NextFifty Initiative Staff Member Name

Please enter the first and last name of the staff person with whom you spoke about this request. Enter N/A if not applicable.
N/A

Request Details

Experience with Older Adults

Summarize the organization's experience working with older adults or the organization's interest in beginning to work with older adults.

The Aging Resource Office and its personnel have experience working with older adults and adults with disabilities in multiple capacities for a combined 20 years. The office has been serving the community since 2002 and is a trusted source for aging related to information, assistance and help in navigating complex systems of public and private insurances, social security, housing, and other resources. Key staff includes Geri Howard, Options Counselor and Regional Accountable Entity Care Coordinator who has been working diligently with older adults for 15 years. Geri first joined the team as a Single Entry Point case manager, and in addition to providing options counseling and care coordination is an Adult Protective Case Worker. Andrea Pennington, part time Aging Resource Specialist, also focuses on care coordination work along with previous work assisting individuals in enrolling in Health First Colorado. Andrea has been a part of the Aging Resource Office for over 4 years. Erin Ryan is our part time Adult Protection Caseworker. Criss Middlkauf, our newest team member, focuses on care coordination of Health First Colorado recipients with complex medical and behavioral health needs. This manager has been working with older adults for over 6 years and is SHIP certified enrollment in Medicare. This manager supervised Home and Community Based Program, The Community Service Block Program, The Aging and Disability Services of Colorado along with Adult Protective Services. The Aging Resource Office of the Gunnison Valley has a broad scope of participation in the community engaging with older adults and local organizations. The agency hosts and facilitates several committees designed to focus on the needs of the community's most underserved, including rural older adults, minority populations and families living in poverty. The collaborative groups of the Health Coalition includes nonprofits, governmental and faith based organizations, Gunnison County Food Pantry, Hispanic Affairs Project, Gunnison County Library District, Region 10, Immigrantes Unidos, local Law enforcement agencies and the Community Center Board. This group provides space and time to share experiences and problem solve insecurities around shelter, food and other basic needs, targeting low underserved populations. With this current network, our organization continues to improve access to services for our target population.

GOALS:

NextFifty Initiative recently developed a [funding and investment](#) strategy that serves as the mission-driven plan to guide, execute, and evaluate our programs. Through our grantmaking opportunities, NextFifty seeks to support organizations whose goals align with ours in an effort to enable you and us to demonstrate progress toward achieving those goals.

Listed below are NextFifty's organizational goals, please select the goal(s) that align with your organization's and explain how the requested funding from NextFifty will help you make progress toward the selected goal(s) during the grant period.

Select the NextFifty Initiative goal(s) from the options below that you aim to contribute to with this funding (select all applicable)

Improve the lives of older adults.

Strengthen the capacity of organizations operating in the aging space.

Reduce ageism.

Goals Narrative

Describe how your organization's/program's goals for this grant request align with the selected goal(s) above.

The Aging Resource Office has been the lead organization in both Gunnison and Hinsdale County striving to make our valleys more livable for older adults. Our organization continues to focus on meeting the most basic needs of underserved older adults experiencing hardship due to physical or cognitive decline, mistreatment, housing and food insecurities, mental health, financial insecurities, medical needs, brain injuries and lack of access and inclusion. The office has done this through creatively and collaboratively working with community members and providers to assist individuals in aging safely and independently in their own home, leveraging existing community resources to do so. Goals for this grant request include educating our underserved older adults that have historically been marginalized and those of greatest social and economic need on available core benefits and local resources as well as increasing access to these services with person centered approaches. The Aging Resource Office will also lead in coordinating the availability of services with other entities serving older adults to maximize the availability and access of services, reducing duplication and strengthening agency capacity. Lastly, the Aging Resource Office will begin leading the community in efforts to combat ageism and change current narratives around aging using existing infrastructure. This will begin internally within our team and will move upwards and outwards within our organization and the community.

Request Description and Use of Funds

Clearly describe how you will use the requested funds to achieve the stated goals.

The Aging Resource Office will utilize this funding to target, connect and enroll older adults in services, community resources and programs. Barriers to participation in core programs often include lack of awareness of programs, not knowing where to begin to apply, assuming the application process is tedious and believing other people need help more. The Aging Resource Office will focus on locations that older adult's access information, along with identified most trusted sources for information, including local TV news, local newspapers, internet, Medical provider offices and our local aging agencies. Other vehicles for outreach will include targeting adult children, Facebook and local religious affiliated congregations. Targeting underserved populations will also include working extensively with the Economic Security Team and the Multicultural Center, providing training to internal staff to identify and refer individuals who could benefit from services, including individuals on OAP, Long Term Care Medicaid, MAGI ADULT, AND, Home and Community Based Services as well as mono and bilingual older adults. Extensive Outreach will occur among other organizations and programs operating in the aging space, including Home Health, Gunnison Valley Hospital, The Food Pantry and particularly The Senior Meal Program. The Senior Meal Program utilizes an extensive network of volunteers delivering meals to low income and frequently home bound individuals. The Senior Meal Program, through the City of Gunnison, provides many referrals to the Aging Resource Office of underserved older adults. By subcontracting with the Senior Meal Program, volunteers can continue to be feet on the ground, educated and versed in identifying individuals who may benefit from resources.

Aging Resource Specialist will provide information, assistance and referrals to available programs. The Specialist will increase enrollment of older adults with the greatest need and least access in available benefit programs, including SNAP, LEAP, Energy Outreach Colorado, Medicare Savings Programs, Nutritional Programs, Consumer Direct, CHORE, Health First Colorado, Community

Service Block Grant, Long Term Care Medicaid, Low Income Senior Dental Program, Behavioral Health Services and other available programs. The Aging Resource Specialist will individually assist older adults in addressing barriers and concerns impacting their ability to live safely and independently in their own homes and community, providing one on one contact with a person centered approach. The Aging Resource Specialist will help discover consumers' strengths and will assist in finding solutions to often complex system issues, understanding that individuals and caregivers are not only experts in their own lives, but are also resourceful, resilient and have unique characterizes that help them evolve along their journey. The Aging Resource Specialist will provide options for long term planning and available resources, evaluating the benefits and disadvantages of each while at the same time focusing on the consumer's potential and strengths within themselves and their environments. The Aging Resource Specialist will help consumers create and guide actions plans with specific, measurable and timely goals.

Combating ageism will become a framework for the Aging Resource Office, percolating our efforts first internally and then outwards to the community, agencies and organizations serving older adults.

Financial Need

Please explain your organization's financial need for this funding.

The Gunnison Valley continues to struggle to meet the demands and needs of the underserved older adult community. Our aging services have limited sources of funding to provide assistance, information and referrals for low income older adults. Many of our community's older adults and adults living with disabilities continue to be underserved and underrepresented with limited access to available core community programs and resources. Our rural isolated older adults are suffering. Due to a skeleton team we are not able to readily meet the incoming requests for information and assistance and needs are often going unmet due to a backlog of requests. We have limited outreach activities, particularly in areas such as Marble and Somerset, an approximate 3 hour drive. When our team is able to assist, there is limited follow up conversations and activities to ensure that individuals are connected with appropriate services and those applications are successfully completed and submitted. Enrollment appointments, when there is capacity, are limited to brief interactions in our office setting. Requested funding will provide part time staffing to meet directly, by phone or other creative ways with older adults to provide information, assistance and referrals.

Number of people you aim to serve age 50 and older
3000

Geographical Area Served

Please indicate the county(ies) served by your organization.

Colorado-Gunnison (95%)
Colorado-Hinsdale (5%)

Additional Geographical Area Served Information

If your Organization serves more than six geographical areas, please upload a document indicating all the Counties and their corresponding percentages served by your Request.

Financial

Financial Information

Fiscal Year End Date	Organization's Annual Budget
12/31/2023	8970640

Request Budget

Itemized budget showing how requested funds will be spent

[NFI-Flexible spending 3.21.xlsx](#)

Complete Form 990

Please submit the most recent Complete Form 990, including Schedule B. **Required** for all 501(c)(3), 501(c)(4), and 501(c)(6) organizations.

Current Statement of Financial Position (Balance Sheet)

Must be dated within 90 days of application

[DHHS YTD 02-23.pdf](#)

Current Statement of Activities, year to date (Profit & Loss Statement)

Must be dated within 90 days of application

[DHHS YTD 02-23_VER_1.pdf](#)

Previous Fiscal Year's Statement of Financial Position, full-year (Balance Sheet)

[DHHS 2022.pdf](#)

Previous Fiscal Year's Statement of Activities, full-year (Profit & Loss Statement)

[DHHS 2022_VER_1.pdf](#)

Most Recent Audited Financials (not older than 12/31/2020)

Required for requests over \$30,000 and an operating budget greater than \$500,000. Nonprofits that have not completed a recent external annual audit, are limited to funding requests of \$30,000 or less.

[2021 Audit.pdf](#)

Most Recent External Financial Review or Compilation (not older than 12/31/2020)

Nonprofit organizations with an annual operating budget of \$500,000 or less are eligible to request more than \$30,000 with a required external Financial Review or Compilation in lieu of an audit.

[2021 Audit_VER_1.pdf](#)

Contacts

Request Primary Contact (person responsible for grant communications and reporting)

First Name	Middle Initial	Last Name	Suffix
Elizabeth		Holena	

Preferred Pronouns
she/her

Job Title
Manager

Office Phone	Extension
9706424665	

E-mail

By providing your email address, you agree to receive occasional emails containing news and updates from NextFifty Initiative. You may unsubscribe at any time.

elizabeth.holena@state.co.us

Organization Primary Contact			
First Name	Middle Initial	Last Name	Suffix
Joni		Reynolds	
Preferred Pronouns			
Job Title			
Director			
Office Phone	Extension		
9706413244			
E-mail			
By providing your email address, you agree to receive occasional emails containing news and updates from NextFifty Initiative. You may unsubscribe at any time.			
jreynolds@gunnisoncounty.org			

Board of Directors/Trustees
Upload a Current List of Board Members and their affiliations Required for all 501(c)(3), 501(c)(4) and 501(c)(6) organizations. County Commissioners.pdf

Additional Information

Additional Information
If applicable, please submit any additional supporting documentation you would like NextFifty Initiative to know about your Request or organization below.
Supporting Documentation
Supporting Documentation
Supporting Documentation
Supporting Documentation

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE

Term Begins: 07/01/20263

Term Ends:

Grant Contract #: Task Order Number 2024*0031

Summary:

Immunization Grant Contract 23 FAA 00023.
Task Order 2024*0031.

Fiscal Impact: \$139,964,501.00

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/24/2023

County Attorney Review:

Required

Not Required

Comments:
Legally sufficient. SO 4/20/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/20/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/25/2023

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 5/2/2023

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (“the SOW”). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023**, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">By: Signature</p> <p>Jonathan Houck</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>Chair, Gunnison Board of County Commissioners</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: <u>May 2, 2023</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p style="text-align: center;">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">By: Signature</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Executive Director Delegate</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">By: Signature</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of State Controller Delegate</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Title of State Controller Delegate</p> <p>Effective Date: _____</p>	

--Signature Page End--

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number: 23 FAA 00023

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. **Invoicing Provisions:**

CDPHE will provide quarterly payments to the Contractor.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. **Time Limit For Acceptance Of Deliverables:**

- a. Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. **Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.**

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

STATEMENT OF WORK
To Original Contract Number: 2024*0031

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description: This project serves to maintain immunization awareness and increase vaccination rates in Colorado. Local public health agencies will assure core immunization services, according to established best practices and standards, to improve the health of individuals and communities. The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

III. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. CALPHO: Colorado Association of Local Public Health Officials
3. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
4. CCR: Code of Colorado Regulations
5. CDC: Centers for Disease Control and Prevention
6. CDPHE: Colorado Department of Public Health and Environment
7. CIB: Colorado Immunization Branch
8. CIIS: Colorado Immunization Information System
9. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
10. Deputization: The formal delegation of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency.
11. DTaP: Pediatric diphtheria, tetanus, and pertussis vaccine.
12. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
13. FAQ: Frequently Asked Questions
14. FQHC: Federally Qualified Health Center
15. Insured: A person who is covered by health insurance.
16. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
17. LPHA: Local public health agency
18. MMR: Measles, mumps, and rubella vaccine.
19. MMR and DTaP database: An electronic, CDPHE tool that provides access to county-level measles, mumps, rubella, diphtheria, tetanus, and pertussis vaccine coverage data.
20. MOU: Memorandum of Understanding
21. RHC: Rural Health Center
22. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care

EXHIBIT B

facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.

- 23. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
- 24. VFC: Vaccines for Children
- 25. VPD: Vaccine-preventable disease
- 26. WIG: Wildly Important Goal - a current strategic priority of CDPHE

IV. Work Plan:

Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
Primary Activity #1	The Contractor shall implement core immunization services within its jurisdiction.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels: <ol style="list-style-type: none"> a. VFC vaccines available through the VFC program for the eligible population served. b. Section 317 vaccines available through the Section 317 program for the eligible population served. c. Privately-purchased vaccines available for the eligible insured population served. 2. The Contractor shall assure immunizations are provided within the jurisdiction. 3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine. 4. The Contractor shall send immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration. 5. The Contractor shall promote use of CIIS to providers and schools in the jurisdiction. 6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information: <ol style="list-style-type: none"> a. Children 19-35 months of age no later than 30 days after distribution by CIB b. Adolescents 13-17 years of age no later than 30 days after distribution by CIB c. Compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB. 7. The Contractor shall provide immunization subject matter expertise to the following: <ol style="list-style-type: none"> a. Decision makers b. Policy makers

	<ul style="list-style-type: none"> c. Health care providers d. The public <p>8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following:</p> <ul style="list-style-type: none"> a. immunization disparities by race b. immunization disparities by ethnicity c. immunization disparities by socio-economic status d. immunization disparities by disability status <p>9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. health care providers c. staff who administer immunizations d. policy makers <p>10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. health care providers c. staff who administer immunizations d. policy makers <p>11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. healthcare providers c. staff who administer immunizations d. policy makers <p>12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:</p> <ul style="list-style-type: none"> a. The Contractor shall promote seasonal influenza vaccine with new organizations. b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations. c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations. <p>13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</p> <p>14. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting requirement.</p> <ul style="list-style-type: none"> a. The Contractor shall follow up with schools who fail to report data. b. The Contractor shall follow up with CCCs who fail to report data. <p>15. The Contractor shall support a network of VFC providers.</p> <ul style="list-style-type: none"> a. The Contractor shall perform ongoing recruitment of new VFC providers. b. The Contractor shall educate current VFC providers about the VFC program requirements.
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EXHIBIT B

	<p>16. The Contractor shall implement core immunization services in response to cases of VPD in the jurisdiction.</p> <p>17. The Contractor shall maintain staff readiness for a VPD outbreak.</p> <p>18. The Contractor shall participate in CIB Immunization calls for up-to-date information.</p> <p style="padding-left: 40px;">a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor is unable to attend the call.</p> <p>19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>
Objective #2: No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
Primary Activity #1	The Contractor shall utilize immunization strategies to address strategic priorities.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall utilize immunization strategies to address underimmunization in populations. 2. The Contractor shall review the list of strategies from <i>Strategies to improve Colorado vaccination rates</i> (in Standards and Requirements section). 3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: <ol style="list-style-type: none"> a. Health care providers b. Pharmacists c. Long-term care facility staff d. Infection control specialists e. School officials f. The public
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates. 3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, https://www.cophr.com/emrlogin.asp. The content of this website is incorporated and made part of this contract by reference. 4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference. 5. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on

	<p>the following website, https://drive.google.com/file/d/1IUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <ol style="list-style-type: none">6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, Colorado Health Informatics Data Systems. The content of this website is incorporated and made part of this contract by reference.7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction.8. The Contractor shall provide signed VFC recertification packet and agreements via the following website when providing VFC vaccines for the jurisdiction: https://fs9.formsite.com/ColoradoIMMprogram/2023RecertForm/index.html This information is incorporated and made part of this contract by reference.9. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction.10. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB policy and via email when providing 317 vaccines for the jurisdiction.11. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity, socio-economic status, and/or disability status from <i>Strategies to improve Colorado vaccination rates</i> located on the following website, https://drive.google.com/file/d/1dYyouAyuWmrzS1P8RQ7ZPI0uryuKfcC-5/view?usp=sharing The content of this website is incorporated and made part of this contract by reference.12. The Contractor shall use deputization MOU guidance as provided by CIB via email.13. CDPHE will provide programmatic technical assistance to the Contractor, upon request.14. The Contractor shall complete an electronic quarterly progress report using the <i>FY24 Immunization Core Services Quarterly Progress Report</i>, via the following website, https://fs9.formsite.com/ColoradoIMMprogram/FY24_LPHA/index.html The content of this website is incorporated and made part of this contract by reference.15. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable.16. The content of this website is incorporated and made part of this contract by reference.
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EXHIBIT B

	<p>17. The Contractor shall utilize strategies of <i>CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020</i> located on the following website, https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/viw?usp=sharing. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <p>18. The Contractor shall access the MMR and DTaP Dashboard to track immunization coverage in their jurisdiction. The content of this website is incorporated and made part of this contract by reference.</p> <p>19. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG.</p> <p>20. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract.</p> <p>21. The CIB will maintain the LPHA Core Immunization Services FAQ document to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference.</p> <p>22. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.</p> <p>23. The Contractor shall review a list of strategies from Strategies to improve Colorado vaccination rates. The content of this website is incorporated and made part of this contract by reference.</p> <p>24. The Contractor shall complete the electronic quarterly progress report due in July as a non-reimbursable Deliverable.</p>
<p>Expected Results of Activity(s)</p>	<p>1. Immunizations are offered within the Contractor's jurisdiction. 2. Immunizations are promoted within the Contractor's jurisdiction. 3. Immunizations are administered within the Contractor's jurisdiction.</p>
<p>Measurement of Expected Results</p>	<p>1. Data contained in the Immunization Rates Report. 2. Data contained in the CDPHE MMR and DTaP Dashboard. 3. Data contained in quarterly progress reports.</p>
	<p>Completion Date</p>
<p>Deliverables</p>	<p>1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.</p>
	<p>2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i>.</p>

EXHIBIT B

	3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.	No later than seven (7) days following vaccine administration
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V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

To Original Contract Number: 2024*0031	
Original Budget	
Immunization Core Activities - Gunnison	
Federal Funds	\$8,495.00
State Funds	\$23,976.00
Total Amount	\$32,471.00

Exhibit D

Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: **Gunnison County Department of Health and Human Services**
- b. Subrecipient Unique Entity Identification Number:
 - **SAM Unique Entity ID (UEI): NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **NH23IP922600**
- d. The Federal award date is **TBD**.
- e. The subaward period of performance start date is **07/01/2022** and end date is **06/30/2023**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2022 - 6/30/2024	\$139,964,501.00	\$6,215,817.00

- g. Federal award title of project or program: **Immunization and Vaccines for Children.**
- h. The name of the Federal awarding agency is: **The Department of Health and Human Services – Centers for Disease Control and Prevention** and the contact information for the awarding official is **Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341, 770-433-3973**; the name of the pass-through entity is the **State of Colorado, Department of Public Health and Environment (CDPHE)**, and the contact information for the CDPHE official is **Heather Roth, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2289**.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **# 93.268** and the grant name is **Immunization and Vaccines for Children**.
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- c. when required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

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

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

STATE OF COLORADO

MASTER TASK ORDER CONTRACT

COVER PAGE

<p>State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p>Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</p>
<p>Master Task Order Contract Number: 23 FAA 00023</p>	<p>Master Task Order Contract Performance Beginning Date: The later of the Effective Date or July 1, 2022</p>
<p>Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.</p>	<p>Initial Contract Expiration Date: June 30, 2027</p>
<p>The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order</p>	
<p>Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us</p>	<p>For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org</p>
<p>Contract Purpose: The intent of this Master Task Order Contract (“Contract”) is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.</p>	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  B9072877079D4GD...</p> <p style="text-align: right;">By: Signature</p> <p>Jonathan Houck</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: 2022-04-05</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D4FC...</p> <p style="text-align: right;">By: Signature</p> <p>Lisa McGovern</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: 2022-04-05</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

AG2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-04-25

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 “Sample Option Letter.” Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

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

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract or a Task Order in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted under all terminated Task Orders, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and Services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

- E. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in **§2.D**.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in **§2.C**.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. [**Insert Federal Awarding Agency's Full Legal Name and Acronym**] is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- O. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. “**Initial Term**” means the time period defined in **§2.B**.
- Q. “**Party**” means the State or Contractor, and “Parties” means both the State and Contractor.
- R. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

- S. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. “**Project**” means the Work that is included in a Task Order.
- V. “**Recipient**” means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.
- W. “**Services**” means the Services to be performed by Contractor as set forth in this Contract, and shall include any Services to be rendered by Contractor in connection with the Goods.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. “**Sub-Award**” means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

- CC. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. “**Task Order**” means a document issued in accordance with §4.B of this Contract that specifically describes the Work to be performed on a Project.
- FF. “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- GG. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- HH. “**Work**” means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.
- II. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

- i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and
- ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

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

concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the Services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

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

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

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

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated

orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to

another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

16. GOVERNMENTAL IMMUNITY

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§18.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications

permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

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

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this §18.U. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

- i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

- V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

- W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.
- X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Services and Contractor shall not employ any person having such known interests.

20. SAMPLE OPTION LETTER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246			Task Order Contract Number: Insert CMS Number of the Master Task Order Contract			
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			Option Letter Number: Insert Contract Number			
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year			Task Order Expiration Date Month Day, Year			
CONTRACT MAXIMUM AMOUNT TABLE						
Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

SIGNATURE PAGE

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of State Controller Delegate</p> <hr/> <p>Title of State Controller Delegate</p> <p>Option Effective Date: _____</p>
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--Signature Page End--

EXHIBIT 1 – SAMPLE TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...
Master Task Order Contract Number Insert CMS Number of the Master Task Order Contract Task Order Number Insert CMS number or Other Contract Number	Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year
Task Order Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Task Order Expiration Date Month Day, Year Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Choose type Contractor Shall Invoice: Choose frequency Funding Source: Source \$ Amount Source \$ Amount Source \$ Amount	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific Procurement Method: Select Solicitation Number (if any): Enter Solicitation #
State Representative Enter Representative's Name Title Division, Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email	Contractor Representative Enter Contractor Representative's Name Title Entity Name Address Address Email
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions Exhibit E HIPAA Business Associate Agreement (If applicable.) Enter any other exhibits in alphabetical order	
Contract Purpose Briefly describe the Task Order's purpose.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p>CONTRACTOR INSERT-Legal Name of Contractor</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Person Signing for Contractor</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

--Signature Page End--

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** **** *****

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

DELETE all **BLUE** text, **CUSTOMIZE Red** text and **CHANGE Red** text to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed **Monthly, Quarterly, or other schedule** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

Mail to:

(Name & Position Title)
(Division & Program)
Colorado Department of Public Health and Environment
(Mail Code)
4300 Cherry Creek Drive South
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have *** (***) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within *** (***) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed *** (***) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (***) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

STATEMENT OF WORK

To Original Contract Number ** *** *****

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

- I. Entity Name:** This section is **OPTIONAL**.
Term: This section is **OPTIONAL**.
- II. Project Description:**
This section is **REQUIRED**.
- III. Definitions:**
This section is **OPTIONAL**.
- IV. Work Plan:**
This section is **REQUIRED**. Insert work plan table here.
- V. Key Personnel:**
This section is **OPTIONAL**.
- VI. Monitoring:**
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data")*. *If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

- VII. Resolution of Non-Compliance:**
This section is **REQUIRED**.

The Contractor will be notified in writing within (?) calendar days of discovery of a compliance issue. Within (?) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *(title of responsible individual)* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET



COLORADO
 Department of Public
 Health & Environment

Contractor Name		Program Contact Name, Title, and Email	
Budget Period		Fiscal Contact Name, Title, and Email	
Project Name		Contract (CT or PO) Number	

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	Description of Work	Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Total Personal Services (including fringe benefits)					\$0.00
Personal Services - Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # Hours on Project	Total Amount Requested from CDPHE
Total Personal Services (including fringe benefits)					\$0.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity		
Total Supplies & Operating Expenses					\$0.00
Travel					

Item	Description of Item	Rate	Quantity	
Total Travel				\$0.00
Contractual (payments to third parties or entities)				
Total Contractual				
SUB-TOTAL BEFORE INDIRECT				\$0.00
				\$0.00
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
Total Indirect				\$0.00
TOTAL				\$0.00

Federal Provisions - Enter title of project or program from NOA

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: **Match name on contract.**
- b. Subrecipient DUNS number: **Enter DUNS #**
- c. The Federal Award Identification Number (FAIN) is **Enter FAIN #.**
- d. The Federal award date is **Date issued.**
- e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
mm/dd/yy - mm/dd/yy	Total Federal Funds Awarded	Amount of Financial Assistance from the NOA

- g. Federal award title of project or program: **Enter title of project or program from NOA.**
- h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A.**
- j. This award **Choose “ is” or “is not”** for research & development.
- k. Subrecipient **Choose “ is” or “is not”** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

[TO BE DELETED IF NOT APPLICABLE]

Exhibit E

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
 - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such

incident.

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

q. Business Associate's Insurance and Notification Costs.

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

A. loss of PHI data;

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

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

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

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

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

r. Subcontractors and Breaches.

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

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

s. Data Ownership.

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

- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

STATE OF COLORADO MASTER TASK ORDER CONTRACT AMENDMENT #1

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number: 23 FAA 00023 AMD1	Master Task Order Contract Performance Beginning Date: The later of the Effective Date or October 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	Initial Contract Expiration Date: June 30, 2027
Principal Representatives:	
For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by: <i>Matthew Birnie</i> DF57D9FBAE8C463...</p> <p style="text-align: right;">By: Signature</p> <p>Matthew Birnie</p> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>County Manager</p> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: 2022-10-05</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Lisa McGovern</i> 2EDE870A1A7D4FC...</p> <p style="text-align: right;">By: Signature</p> <p>Lisa McGovern</p> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft</p> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: 2022-10-05</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Andi Hardy
AG2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-10-19

1. PARTIES

This Amendment (the “Amendment”) to the Original Master Task Order Contract shown on the Signature and Cover Page for this Amendment 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 Master Task Order Contract shall be construed and interpreted in accordance with the Master Task Order 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 under the State Controller Signature. 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 Master Task Order Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **October 1, 2022**, whichever is later, and shall terminate on the termination of the Master Task Order Contract or **June 30, 2027**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process.

The Parties now desire to make an administrative change to the original Master Task Order Contract to delete three subsections as defined in **§5** of this Amendment.

5. MODIFICATIONS

The Master Task Order Contract is modified as follows: The Parties now agree to **delete** Sub-Sections **iv. Protected Information**, **v. Professional Liability Insurance**, and **vi. Crime Insurance** from **§10B-Insurance-Subcontractor Requirements** of the original Master Task Order Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Master Task Order Contract, and the Master Task Order Contract remains in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Master Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Task Order 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 Master Task Order Contract to the extent that this Amendment specifically modifies those Special Provisions.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE-Prevention Services Division- Tobacco

Term Begins: 07/01/2023

Term Ends:

Grant Contract #: Task Order Number 2024*0222

Summary:

Task Order for the Tobacco funding grant (Master Task Order Contract Number 23 FAA 00023) from CDPHE for Gunnison County to lead for the West Central Public Health Partnership (WCPHP).

Fiscal Impact: \$349,960.00

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/24/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/20/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/20/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/25/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (“the SOW”). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023**, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>FULL NAME</p> <p>_____</p> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>TITLE</p> <p>_____</p> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>_____</p> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>_____</p> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>_____</p> <p style="text-align: center;">By: Signature</p> <p>_____</p> <p style="text-align: center;">Name of State Controller Delegate</p> <p>_____</p> <p style="text-align: center;">Title of State Controller Delegate</p> <p>Effective Date: _____</p>	

--Signature Page End--

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 2024*0222

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Tobacco Program Generalist via email at cdphe_stepp_pg@state.co.us.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **fifteen (15)** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total

budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification.

5. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
6. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
7. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

8. If Contractor indicates full expenditure of funds under this Contract by **March 31st** of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than **March 31st** of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by **March 31st**, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

9. Funds provided under this Contract may not be used to: supplant funding for any existing programs/ models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE.
10. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.
11. Publications, presentations, or public events resulting from Amendment 35 Tobacco Grants Program funding must include the following acknowledgment of grant support and disclaimer:

Funding for this event/project/program was provided (in part) by Amendment 35 Tobacco Education, Prevention and Cessation Grant Program funding. The views expressed do not necessarily reflect the official policies of, nor does the mention of imply endorsement by, the Colorado Department of Public Health and Environment.

STATEMENT OF WORK
To Original Contract Number CT FHLA 2024*0222

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description: This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans. In Colorado, tobacco use is the single most preventable cause of death as well as disease, accounting for more than 5,100 deaths each year. In addition, it costs the state more than \$1.8 billion in health care expenditures as well as more than \$1 billion in lost productivity each year. The 2030 Education, Prevention and Cessation Tobacco Strategic Plan recommends taking steps to accelerate the decline in tobacco use among populations that have not equitably benefited from commercial tobacco control efforts to date. Through evidence-based, culturally-responsive strategies that prevent, postpone, and treat chronic disease, improve health promotion and prevention policy, transform health care delivery and integrate community as well as clinical care prevention efforts through creating in addition to maintaining comprehensive tobacco control programming to benefit communities in the Contractor's catchment area.

Comprehensive commercial tobacco control strategies are designed to lower the number of illnesses, disabilities, as well as fatalities caused by tobacco use. A multi-pronged approach will be used to accomplish: 1) Community education on policies that influence tobacco use/reduce health disparities; 2) Authentic community engagement to create community-specific tobacco prevention activities; 3) Promotion of culturally-tailored tobacco treatment resources; 4) Education on survey data specific to tobacco priority populations; 5) Building/maintenance of the Contractor's tobacco subject matter expertise ; 6) Implementation of evidence-based tobacco program interventions as identified in the CDPHE-provided local public health agency framework.

The goal of this health project is to promote community-based commercial tobacco control work as identified by the Tobacco Education, Prevention and Cessation Program. Funding of this project was created by Colorado Revised Statutes 25-3.5-804 that supports funding for community-based and statewide tobacco education programs designed to reduce initiation of tobacco use by youth, promote cessation of tobacco use among youth, as well as reduce exposure to secondhand smoke as well as vapor.

III. Definitions:

1. **Authentic Community Engagement:** a two-way exchange of information/ideas/resources to offer opportunities for communities to exercise power in decision-making
2. **Business Days:** 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.
3. **Catchment Area:** geographic area(s) in which the Contractor performs tobacco grant work.
4. **CDC:** Centers for Disease Control and Prevention
5. **CDPHE:** Colorado Department of Public Health and Environment
6. **Commercial Tobacco:** Harmful products that are made and sold by tobacco companies. This is distinct from "traditional tobacco" used by Native American people and other groups for religious or ceremonial purposes.
7. **Equitable enforcement:** a process of ensuring compliance with law and policy that considers and minimizes harm to people affected by health inequities.
8. **Healthy Kids Colorado Survey:** a survey on the health/well-being of young people and school health policies/practices that support youth health
9. **Implementation Plan:** documented steps needed to implement the Contractor's tobacco project plan

10. **LPHA:** Local Public Health Agency
11. **Organizational Policy:** a course or method of action selected by an organization to guide decisions on matters of public interest/social concern.
12. **Place-Based:** Approaches, community and stakeholder agencies collaborate to address health and contextual factors influencing the social well-being of a population within a defined geographic location.
13. **Priority Populations:** populations disparately affected due to higher tobacco use/prevalence and that will be affected by an intervention.
14. **Quarterly:**
 - a. Quarter 1: July 1 – September 30
 - b. Quarter 2: October 1 – December 31
 - c. Quarter 3: January 1 – March 31
 - d. Quarter 4: April 1 – June 30
15. **Quit Attempts:** attempt to stop smoking
16. **Second Chance program:** a web-based, interactive, self-directed alternative to a suspension education program for youth who have violated a tobacco policy at school or a tobacco law in the community.
17. **SFY:** 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.
 - a. FY24: July 1, 2023 through June 30, 2024
 - b. FY25: July 1, 2024 through June 30, 2025
 - c. FY26: July 1, 2025 through June 30, 2026
18. **STEPP:** State Tobacco Education and Prevention Partnership
19. **STEPP Project Officer:** STEPP program contact
20. **Strategic Plan:** 2030 Colorado Commercial Tobacco Control Strategic Plan
21. **TTA:** Training and Technical Assistance
22. **TFCP:** Tobacco-focused Community Profile
23. **Tobacco Grants Program:** STEPP
24. **Youth:** individuals between ages 18 to 24 years old
25. **Workflow:** a series of tasks – how tasks are accomplished, in what order, and by whom

IV. Work Plan:

Goal #1: Advance health and racial equity by improving the health of all Coloradans, with a specific focus on priority populations, through strategies that focus on health promotion, prevention, as well as access to health care.	
Objective #1: No later than the expiration date of this contract, advance the implementation of evidence-based, culturally responsive, community-oriented tobacco control strategies that align with the 2030 Education, Prevention and Cessation Tobacco Strategic Plan.	
Primary Activity #1	The Contractor shall complete a tobacco-focused community profile (TFCP).
Sub-Activities #1	1. The Contractor shall conduct a community needs/readiness assessment to identify the most appropriate opportunities related to the following:

EXHIBIT B

	<ol style="list-style-type: none"> a. tobacco policy change. b. improving accessibility of tobacco treatment. c. improving utilization of tobacco treatment. d. advancing youth-oriented awareness of the dangers of tobacco products. e. community education. f. reductions in exposure to second-hand smoke as well as vapor.
Primary Activity #2	<p>The Contractor shall, in collaboration with the designated Colorado Department of Public Health and Environment (CDPHE) STEPP Program Officer, draft an implementation plan outlining the following:</p> <ol style="list-style-type: none"> 1. The strategy(ies) in which the project will focus, based on the information in the TFCP. 2. The detailed steps which the Contractor shall take to address the objective of this agreement.
Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall plan to sign the final implementation plan agreed upon with CDPHE. 2. The Contractor shall update the implementation plan at a minimum annually. 3. The Contractor shall prepare to sign the implementation plan each time the plan changes.
Primary Activity #3	The Contractor shall implement activities listed in the CDPHE-approved annual implementation plan.
Primary Activity #4	The Contractor shall implement capacity-building activities as identified in the CDPHE-provided local public health agency framework.
Primary Activity #5	The Contractor shall facilitate the reduction of tobacco-related health disparities among priority populations in the Contractor's catchment area.
Sub-Activities #5	<ol style="list-style-type: none"> 1. The Contractor shall build community understanding of the following as tobacco control strategies are introduced at the local level: <ol style="list-style-type: none"> a. tobacco-related health disparities among priority populations b. importance of policies that influence tobacco use.
Primary Activity #6	The Contractor shall implement the tobacco policy change processes designed to reduce prevalence/initiation of tobacco use through the adoption of tobacco policy changes.
Sub-Activities #6	<ol style="list-style-type: none"> 1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall build community understanding of tobacco policy changes designed to reduce prevalence/initiation of tobacco use. 3. The Contractor shall use the promotion of tobacco-free social norms to prevent tobacco use initiation among youth/young adults through. 4. The Contractor shall promote tobacco treatment as part of tobacco policy change activities.
Primary Activity #7	The Contractor shall implement the tobacco policy change processes designed to reduce exposure to secondhand smoke as well as vapor, through the adoption of tobacco policy changes.

EXHIBIT B

Sub-Activities #7	<ol style="list-style-type: none"> 1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall build community understanding of tobacco policy changes designed to reduce exposure to secondhand smoke/vapor. 3. The Contractor shall provide education to community members that facilitates the following: <ol style="list-style-type: none"> a. Adoption of place-based smoke/vapor/tobacco-free policies b. Implementation of place-based smoke/vapor/tobacco-free policies c. Equitable enforcement of place-based smoke/vapor/tobacco-free policies d. Promotion of tobacco treatment resources. 4. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco ordinances as well as tobacco-related organizational policies: <ol style="list-style-type: none"> a. local tobacco ordinances b. local tobacco-related organizational policy
Primary Activity #8	The Contractor shall facilitate access to/uptake of evidence-based tobacco treatment services through the use of culturally-appropriate strategies.
Sub-Activities #8	<ol style="list-style-type: none"> 1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall promote widespread adoption of tobacco treatment interventions, including environmental approaches, in a variety of clinical/community settings. 3. The Contractor shall provide education/technical assistance to: <ol style="list-style-type: none"> a. maximize opportunities to screen for tobacco use b. link tobacco users to evidence-based tobacco treatment. 4. The Contractor shall implement the reduction of barriers to accessing cessation services by collaborating with clinical/community entities to: <ol style="list-style-type: none"> a. assess the current status of tobacco screening/intervention b. integrate treatment/referral processes into existing medical/social care settings c. promote the availability of low/no cost cessation benefits, including those offered through the: <ol style="list-style-type: none"> i. Colorado QuitLine ii. Medicaid. d. Where applicable, the Contractor shall support the adoption of tobacco-free policies.
Primary Activity #9	The Contractor shall complete all required grant reporting requirements.
Sub-Activities #9	<ol style="list-style-type: none"> 1. The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template. 2. The Contractor shall complete annual progress reports on a CDPHE-approved Annual Progress Report template. 3. The Contractor shall complete a final project report on a CDPHE-approved Report template.

EXHIBIT B**Standards and Requirements**

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall adhere to the Best Practices User Guides. This information is located on Tobacco Free CO website <http://www.tobaccofreeco.org> and made a part of this contract by reference.
3. The Contractor shall adhere to the requirements in the CDPHE-provided local public agency framework. This information is located on Centers for Disease Control and Prevention website <https://www.cdc.gov/tobacco/stateandcommunity/guides/pdfs/best-practices-youth-engagement-user-guide.pdf> and made a part of this contract by reference.
4. CDPHE will provide the Contractor with the local public health agency framework at the beginning of each SFY.
5. The Contractor shall plan to prioritize priority populations as defined in the Strategic Plan as well as CDPHE local public health framework in all work to reduce tobacco use in settings to include:
 - a. schools.
 - b. multi-unit housing.
 - c. behavioral health care systems.
 - d. social services settings.
 - e. municipal settings.
 - f. other settings, as identified by community needs.

This information is located on the Tobacco Free Colorado website <https://drive.google.com/file/d/1vBTrhurde7KSkJOYtDAS4YTe1DM-wTQy/view?usp=sharing> and is incorporated and made a part of this contract by reference.

6. The Contractor shall use the Best Practices User Guide, in all efforts to educate the community/policy makers about tobacco control policies which reduce tobacco use, utilize a youth/adult task force model of community mobilization.
7. The Contractor shall obtain approval from CDPHE prior to beginning activities outlined in the implementation plan.
8. CDPHE will review the implementation plan within 21 business days of submission.
9. The Contractor shall prepare to make any necessary modifications to the implementation plan within 30 business days of notification by CDPHE.
10. CDPHE will approve the implementation plan within 21 business days of submission.
11. The Contractor shall plan to work with the following to draft/update the implementation plan:
 - a. CDPHE-approved Technical Assistance provider(s)
 - b. STEPP Project Officer
12. The Contractor shall, based on activities identified in the implementation plan, utilize CDPHE-approved technical assistance providers. This information is incorporated and made part of this contract by reference and is located at the following website: <https://www.tobaccofreeco.org/grantee/grantee-resources/2018-ta-providers-list-2/>
13. The Contractor shall follow best practices using required resources. This information is incorporated and made part of this contract by reference and are located at the following websites:
 - a. CDC's Evidence-Based Guides for States available at the following website: <https://www.cdc.gov/tobacco/stateandcommunity/guides/index.htm>

EXHIBIT B

- b. Best Practices for Comprehensive Tobacco Control Programs at the Local Level (NACCHO), available at the following website:
<https://www.naccho.org/uploads/downloadable-resources/Tobacco-Report-2022.pdf>
 - c. US Public Health Service Clinical Practice Guideline: *Treating Tobacco Use and Dependence - 2008 Update*, available at the following website:
<http://www.ncbi.nlm.nih.gov/books/NBK63952/>
 - d. CDC's Best Practices User Guide: Health Equity in Tobacco Prevention and Control, available at the following website: <https://www.cdc.gov/tobacco/stateandcommunity/best-practices-health-equity/pdfs/bp-health-equity.pdf>
14. The Contractor shall use the following references to assess the tobacco problem in the Contractor's catchment area. This information is incorporated and made part of this contract by reference and are located at the following websites:
- a. The Attitudes and Behaviors Survey (TABS) available on the following website:
<http://www.tobaccofreeco.org>
 - b. Healthy Kids Colorado Survey available on the following website:
<http://www.tobaccofreeco.org>
 - c. CDPHE Tobacco Retailer Access Colorado available on the following website:
<https://trac-cdphe.opendata.arcgis.com/>
 - d. FDA Compliance Check Inspections of Tobacco Product Retailers available on the following website:
https://www.accessdata.fda.gov/scripts/oc/inspections/oc_insp_searching.cfm
 - e. Colorado QuitLine information is available on the following website:
<https://www.coquitline.org/>
 - f. Colorado QuitLine reports are available on the following website:
<http://www.tobaccofreeco.org>
 - g. STEPP Implementation Plan Template is available on the following website:
<http://www.tobaccofreeco.org>
 - h. STEPP Tobacco Focused Community Profile guidance is available on the following website: <http://www.tobaccofreeco.org/>
 - i. Authentic Community Engagement to Advance Equity available on the following website: <https://www.colorado.gov/pacific/sites/default/files/Authentic-Community-Engagement-to-Advance-Equity.pdf>
15. The Contractor shall facilitate the development of Tobacco-free Schools Policies that are consistent with Colorado's Tobacco Free Schools Law (C.R.S. 25.14.103.5). This information is located on Tobacco Free CO website <https://www.tobaccofreeco.org/wp-content/uploads/2018/03/Overview-of-Tobacco-free-Schools-TFS-Law.pdf> and made a part of this contract by reference.
16. The Contractor shall prepare to notify the STEPP Point of Contact within five (5) business days of passage in the Contractor's catchment area of any:
- a. Tobacco control municipal ordinance
 - b. Tobacco-related organizational policy issue
17. The Contractor shall prepare to collaborate with STEPP in determining a local strategy approach to promote environmental change processes to reduce tobacco initiation/use/exposure to secondhand smoke/vapor among the Contractor's most tobacco-burdened populations.
18. The Contractor shall prepare to participate in evaluation activities that include the following:
- a. Evaluation-related TTA as recommended by CDPHE.
 - b. Develop an evaluation plan using the guidance created by the CDPHE Evaluation Contractor.

EXHIBIT B

- c. Coordinate with the CDPHE Evaluation Contractor to provide project information/data.
 - d. Comply with data reporting requirements established by CDPHE's Evaluation Contractor.
 - e. Attend, at a minimum, quarterly meeting with CDPHE's Evaluation Contractor to provide:
 - i. program updates.
 - ii. review evaluation progress.
 - iii. review project successes.
 - iv. review project barriers.
19. The Contractor shall prepare to notify the STEPP Project Officer within 15 business days of updating the evaluation plan.
20. The Contractor shall provide metrics/measures/project progress information in the following reports using the reporting tool provided by CDPHE's Evaluation Contractor:
- a. Quarterly progress reports
 - b. Annual Reports
 - c. Final project report
21. CDPHE will perform aggregate data through the CDPHE's Evaluation Contractor as part of the macro-evaluation of the Tobacco Grants Program.
22. CDPHE will provide the Contractor will the following Reporting templates:
- a. Quarterly Progress Report
 - b. Annual Progress Report
 - c. Final Project Report
23. The Contractor shall use standardized survey tools to assess the current status of tobacco use screening/intervention and advance tobacco treatment integration in clinical and community settings. This information is incorporated and made part of this contract by reference and is available on the following websites:
- a. <http://www.tobaccofreeco.org>
 - b. <https://millionhearts.hhs.gov/tools-protocols/action-guides/tobacco-change-package/index.html>
24. The Contractor shall attend bi-monthly STEPP Update calls.
25. The Contractor shall attend scheduled Learning Community Calls specific to evidence-based tobacco program interventions in which the Contractor works during the contract period.
26. The Contractor shall develop a media plan with guidance and prior approval from the CDPHE Tobacco Communications Specialist prior to:
- a. Placement of any media buys
 - b. Implementation of any communication plan through media mechanisms.
27. CDPHE will approve media plans within 15 business days of submission.
28. The Contractor shall use existing, customizable media materials. Media materials are incorporated and made part of this contract by reference and are located on the following website:
<https://cdphe.pica9.com/cd/index/home>
29. The Contractor shall prepare to inform the STEPP Project Officer within 15 business days of hire of any new tobacco program staff.
30. CDPHE's STEPP Project Officer will set up one (1) telephone/webinar appointment with the Contractor's new tobacco program staff to discuss STEPP roles/responsibilities within 15 business days of notification by the Contractor.

EXHIBIT B

	<ol style="list-style-type: none"> 31. The Contractor shall communicate to all new tobacco program staff the requirement to participate in the <i>STEPP New Employee Orientation</i> training within three (3) to six (6) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org 32. The Contractor shall communicate to all new tobacco program staff the requirement to complete <i>Public Health 101</i> training within three (3) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org. 33. The Contractor shall communicate to all new tobacco program staff the requirement to complete tobacco-specific training modules as identified by the STEPP Program Officer. 34. The Contractor shall communicate to all new tobacco program staff the requirement to engaged in Strategy 1.1 of the CDPHE-provided local public health agency framework in addition to complete the <i>Responsible Tobacco Sales</i> module within six (6) months of hire. This module is incorporated and made part of this contract by reference and is available at the following website: https://www.tobaccofreeco.org 35. The Contractor shall plan to participate in a minimum of two (2) STEPP-approved trainings/capacity building opportunities, annually. 36. The Contractor shall obtain from each subcontractor a Memorandum of Understanding/other binding contractual agreement. 37. The Contractor shall, upon request, provide CDPHE with copies of subcontractors' Memoranda of Understanding/other binding contractual agreement within 15 business days of request. 38. If purchasing gift cards, the Contractor shall, upon request, provide to CDPHE written procedures related to gift card purchasing/handling. At a minimum, procedures shall include the following: <ol style="list-style-type: none"> a. How the gift card inventory is tracked/maintained? b. Gift card storage/safeguards against theft c. The primary person responsible for securing/distribution of gift cards d. A gift card distribution log that records: <ol style="list-style-type: none"> i. Each gift card number ii. Gift card dollar amount iii. Printed name of each gift card recipient iv. Signature of each gift card recipient 39. The Contractor shall prepare to return to STEPP all equipment less than three (3) years old purchased with STEPP grant funds by no later than the end of the contract period. 40. The Contractor shall, unless otherwise indicated, submit deliverables via email to the STEPP Project Officer at cdphe_stepp_pg@state.co.us
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<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Decrease in tobacco use among priority populations through increased access to culturally-appropriate tobacco treatment services. 2. Decrease in tobacco prevalence/initiation of tobacco use by youth/young adults through increased promotion of tobacco-free social norms such as school-based tobacco-free policies. 3. Decrease in exposure to secondhand smoke/vapor through increase in community/place-based smoke-free/vapor-free policies. 4. Decrease in number of tobacco-related diseases through increased implementation of evidence-based tobacco program interventions.
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EXHIBIT B

	<ol style="list-style-type: none"> 5. Documented progress toward primary activities based upon the implementation plan. 6. Documented engagement of clinical/community partners in evidence-based tobacco control efforts. 7. New community policy(ies) leading to the progress of overall programmatic goals identified in objectives above. 8. Decrease in tobacco-use prevalence, especially among priority populations. 9. Increase in use of tobacco treatment, particularly among priority populations. 10. Increase in the number of place-based/school-based tobacco-free policies. 	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. CDPHE received the creation of the Tobacco-Focused Community Profile. 2. CDPHE received the signed implementation plan that identifies strategies in which the Contractor will engage. 3. CDPHE received Quarterly Progress Reports. 4. CDPHE received Annual Reports. 5. CDPHE receives data and measurement reported to the STEPP Evaluation Contractor. 	
		Completion Date
Deliverables	1. The Contractor shall submit a Tobacco-Focused Community Profile.	No later than 10/31/2023
	2. The Contractor shall submit a draft implementation plan.	No later than 11/15/2023
	3. The Contractor shall submit a final signed implementation plan.	No later than 12/15/2023
	4. The Contractor shall submit an updated, signed annual implementation plan.	No later than 7/30, annually
	5. The Contractor shall submit quarterly progress report using the CDPHE-provided reporting tool.	No later than 10/15, 1/15, and 4/15 annually
	6. The Contractor shall submit an annual report using the CDPHE-provided reporting tool.	No later than 6/30, annually
	7. The Contractor shall submit a final project report using the CDPHE-approved reporting tool.	No later than the end of the contract period
	8. The Contractor shall submit language related to: <ol style="list-style-type: none"> a. local tobacco ordinances b. local tobacco-related organizational policy 	No later than five (5) business days after publication

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the STEPP Project Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at

set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the STEPP Project Officer and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Cultural Community Educator	Gunnison County specific staff, provides Spanish interpretation, outreach for Tobacco prevention presentations, focus groups, youth/adult events, coalition meetings, social media. Facilitates Trusted Adult trainings, focus groups, connects Spanish speaking youth to cessation resources, translates/analyzes Spanish focus group or key informant data.	\$ 25.20	\$ 7.55	520.0	\$ 17,030.00
Prevention Program Coordinator	Gunnison County specific staff, Prevention Program Coordinator ensures deliverable execution including data presentations, policy work, adult/youth tobacco education, social media management, evaluation.	\$ 31.14	\$ 12.67	520.0	\$ 22,781.20
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Personal Services (including fringe benefits)					\$ 88,203.44
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Printing/Copying	Copying needs estimated at 300 copies per month based on historical costs of \$.04 per copy (\$12/mo) for project.	\$ 12.00	12.00	\$ 144.00	
Postage	Standard rate postage to distribute tobacco educational materials to community partners, tobacco retailers. Projected usage of \$24/quarter based on historical expenditures.	\$ 24.00	4.00	\$ 96.00	
Computers	Gunnison County charges \$3,000/year for a laptop. FTE is 1.125% , requesting \$3,090 for computer costs, other funding sources will cover the remainder of the costs. Monthly cost is = \$257.50/ month x 12 months.	\$ 257.50	12.00	\$ 3,090.00	
Phone	Gunnison County charges \$35/month for a cell phone - 28% Cultural Community Educator (\$9.80/month), 25% Prevention Program Coordinator's time dedicated to project (\$8.75/month) - \$18.55/month in total.	\$ 18.55	12.00	\$ 222.60	
Office Supplies	Office supplies used only for the project, including pens, paper, paper clips, notepads, printer ink, based on historical costs estimated at \$20/month based on historical expenditures.	\$ 20.00	12.00	\$ 240.00	

Community Meal Incentives	Light meals for Tobacco Prevention Parenting/Planning Meetings, 1.5-2 hours duration. Between parent work schedules, student extracurricular activities, scheduling over mealtimes is unavoidable, increases reach, participation. Estimated \$15 per person with 25 attendees (\$15 x 25ppl = \$375) at a total of 2 meetings (\$750). Meeting food during regional planning meetings for creating Implementation Plan, Gathering partners for a day long meeting. \$15 per person x 25 people x 2 meeting = \$750. Total is \$1,500.	\$ 15.00	100.00	\$ 1,500.00
Event Supplies	\$50 for event supplies (including flipchart paper, markers, signage) x 10 events, based on historical costs.	\$ 50.00	10.00	\$ 500.00
Event rental	Space rental, \$100/event x 4, based on historical costs.	\$ 100.00	4.00	\$ 400.00
Community Compensation	Compensation for lived experience/expertise provided by diverse community members. \$25/event x 88 attendees for community engagement meetings/focus groups for attendees not compensated through employer.	\$ 25.00	88.00	\$ 2,200.00
Community Mileage	Removing barriers to community engagement by mileage reimbursement: \$.66/mile x 180 miles, estimated at 3 round trips from Gunnison to Crested Butte @ 60 miles each.	\$ 0.66	180.00	\$ 118.80
Print Media, Onscreen Media, Social Media	Print media to promote tobacco education, prevention, treatment: rodeo sign @ \$500 a year, 2 newspaper ads @ \$100/ad for community trainings = \$700. Additional social media or newspaper adds estimated at \$100/month x 12 months = \$1,200. Prior to purchase/placement of all paid media, a media plan must be submitted/approved by STEPP for campaign, call-to-action, etc.	\$ 1,900.00	1.00	\$ 1,900.00
Registration Fees	Professional development conference/training registration fees for project personnel to attend STEPP-approved trainings offered throughout the fiscal year, in order to build tobacco expertise, equity literacy. 100% cost of registration when a tobacco-focused training; for general public health opportunities (Public Health in the Rockies or Shared Risk and Protective Factors conferences) the percentage allocated not to exceed percentage of attending personnel's FTE on the project. Budgeting for a tobacco-focused training, costs will be invoiced as allocable for non tobacco-specific conferences/training/professional development. \$400 x 3 staff (Regional Grants Coordinator, Cultural Community Educator, Prevention Program Coordinator).	\$ 400.00	3.00	\$ 1,200.00
Total Supplies & Operating				\$ 11,611.40

Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	STEPP grantee conference (estimated at 500 miles), regional travel (estimated at 600 miles), Public Health Conference (estimated at 500 miles). Staff will be asked to travel to conferences together.	\$ 0.66	1600.00	\$ 1,048.00
Lodging	STEPP grantee conference, regional travel, Public Health Conference (will be allocated appropriately to this grant), lodging estimate of \$174 depending on location, 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 nights = 12 nights.	\$ 174.00	12.00	\$ 2,088.00
Meals/Per Diem	STEPP grantee conference, regional travel, Public Health Conference per diem \$69/day (will be allocated appropriately to this grant), 4 staff (Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator) x 3 days = 12.	\$ 69.00	12.00	\$ 828.00
Parking or Other Allowable Travel Expenses	STEPP grantee conference, regional travel, Public Health Conference parking or other allowable travel expense, estimated at \$20/day x 4 days. Regional Grants Coordinator, Community Health Manager, Cultural Community Educator, Prevention Program Coordinator.	\$ 20.00	4.00	\$ 80.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Travel				\$ 4,044.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Delta County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity-building activities, community engagement, completion of deliverables. Personnel Time/Fringe: \$33,481 (.53 FTE) Supplies/Operating: \$3,680 Travel: \$1,886 Indirect (17.78%): \$5,953	\$ 45,000.00	1.0	\$ 45,000.00
Silver Thread Public Health District	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$76,279 Supplies/Operating: \$4,000 Travel: \$1,540 Indirect (10%) \$8,181	\$ 90,000.00	1.0	\$ 90,000.00

Ouray County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$39,000 Supplies/Operating: \$1,000, Travel \$1,000 Indirect (10%): \$4,000.	\$ 45,000.00	1.0	\$ 45,000.00
San Miguel County	Subcontractor assists with tobacco-focused community profile, development/implementation of implementation plan, capacity building activities, community engagement, completion of deliverables. Personnel Time: \$39,000 Supplies/Operating: \$1,000 Travel: \$1,000 Indirect (10%): \$4,000	\$ 45,000.00	1.0	\$ 45,000.00
Health Equity and Language Services TBD	Subcontractor provides equity/language services for regional tobacco prevention project, with a deliverable of increased community engagement in tobacco profile, implementation plan. Opportunity to be advertised on Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable.	\$ 387.00	1.0	\$ 387.00
Montrose County Local organization TBD	Subcontractor assists with community engagement related to completing a tobacco-focused community profile, development/implementation of regional implementation plan, completion of deliverables. Opportunity to be posted to Gunnison County website with applications reviewed by subgroup of WCPHP. Services of contract will meet expected deliverable of increased community engagement.	\$ 500.00	1.0	\$ 500.00
				\$ -
Total Contractual				\$ 225,887.00
SUB-TOTAL OF DIRECT COSTS				\$ 329,745.84
Indirect				
Item	Description of Item	Total Amount Requested from CDPHE		
De minimis Indirect Cost Rate	Gunnison County is opting to use the de minimis rate for this contract: 10% of Modified Total Direct Cost	\$ 20,214.16		
Total Indirect				\$ 20,214.16
TOTAL				\$ 349,960.00

STATE OF COLORADO MASTER TASK ORDER CONTRACT AMENDMENT #1

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number: 23 FAA 00023 AMD1	Master Task Order Contract Performance Beginning Date: The later of the Effective Date or October 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	Initial Contract Expiration Date: June 30, 2027
Principal Representatives:	
For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us	For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR</p> <p align="center">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by: <i>Matthew Birnie</i> DF57D9FBAE8C463...</p> <p align="right">By: Signature</p> <p>Matthew Birnie</p> <p align="center">Name of Person Signing for Contractor</p> <p>County Manager</p> <p align="center">Title of Person Signing for Contractor</p> <p>Date: 2022-10-05</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Lisa McGovern</i> 2EDE870A1A7D4FC...</p> <p align="right">By: Signature</p> <p>Lisa McGovern</p> <p align="center">Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft</p> <p align="center">Title of Executive Director Delegate</p> <p>Date: 2022-10-05</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Andi Hardy
AG2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-10-19

1. PARTIES

This Amendment (the “Amendment”) to the Original Master Task Order Contract shown on the Signature and Cover Page for this Amendment 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 Master Task Order Contract shall be construed and interpreted in accordance with the Master Task Order 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 under the State Controller Signature. 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 Master Task Order Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **October 1, 2022**, whichever is later, and shall terminate on the termination of the Master Task Order Contract or **June 30, 2027**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process.

The Parties now desire to make an administrative change to the original Master Task Order Contract to delete three subsections as defined in **§5** of this Amendment.

5. MODIFICATIONS

The Master Task Order Contract is modified as follows: The Parties now agree to **delete** Sub-Sections **iv. Protected Information**, **v. Professional Liability Insurance**, and **vi. Crime Insurance** from **§10B-Insurance-Subcontractor Requirements** of the original Master Task Order Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Master Task Order Contract, and the Master Task Order Contract remains in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Master Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Task Order 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 Master Task Order Contract to the extent that this Amendment specifically modifies those Special Provisions.

STATE OF COLORADO MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333		
Master Task Order Contract Number: 23 FAA 00023	Master Task Order Contract Performance Beginning Date: The later of the Effective Date or July 1, 2022		
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	Initial Contract Expiration Date: June 30, 2027		
The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org </td> </tr> </table>		Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
Principal Representatives: For the State: Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	For Contractor: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org		
Contract Purpose: The intent of this Master Task Order Contract (“Contract”) is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.			

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  B9072877079D4GD...</p> <p style="text-align: right;">By: Signature</p> <p>Jonathan Houck</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: 2022-04-05</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D4FC...</p> <p style="text-align: right;">By: Signature</p> <p>Lisa McGovern</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: 2022-04-05</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

AG2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-04-25

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 “Sample Option Letter.” Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

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

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract or a Task Order in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted under all terminated Task Orders, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and Services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

- E. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in **§2.D**.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in **§2.C**.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. [**Insert Federal Awarding Agency's Full Legal Name and Acronym**] is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- O. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. “**Initial Term**” means the time period defined in **§2.B**.
- Q. “**Party**” means the State or Contractor, and “Parties” means both the State and Contractor.
- R. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

- S. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. “**Project**” means the Work that is included in a Task Order.
- V. “**Recipient**” means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.
- W. “**Services**” means the Services to be performed by Contractor as set forth in this Contract, and shall include any Services to be rendered by Contractor in connection with the Goods.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. “**Sub-Award**” means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

- CC. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. “**Task Order**” means a document issued in accordance with §4.B of this Contract that specifically describes the Work to be performed on a Project.
- FF. “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- GG. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- HH. “**Work**” means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.
- II. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

- i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and
- ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

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

concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the Services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

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

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

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

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated

orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to

another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

16. GOVERNMENTAL IMMUNITY

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications

permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

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

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this §18.U. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

- i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

- V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

- W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.
- X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Services and Contractor shall not employ any person having such known interests.

20. SAMPLE OPTION LETTER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246			Task Order Contract Number: Insert CMS Number of the Master Task Order Contract			
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			Option Letter Number: Insert Contract Number			
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year			Task Order Expiration Date Month Day, Year			
CONTRACT MAXIMUM AMOUNT TABLE						
Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

SIGNATURE PAGE

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of State Controller Delegate</p> <hr/> <p>Title of State Controller Delegate</p> <p>Option Effective Date: _____</p>
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--Signature Page End--

EXHIBIT 1 – SAMPLE TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...
Master Task Order Contract Number Insert CMS Number of the Master Task Order Contract Task Order Number Insert CMS number or Other Contract Number	Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year
Task Order Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Task Order Expiration Date Month Day, Year Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Choose type Contractor Shall Invoice: Choose frequency Funding Source: Source \$ Amount Source \$ Amount Source \$ Amount	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific Procurement Method: Select Solicitation Number (if any): Enter Solicitation #
State Representative Enter Representative's Name Title Division, Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email	Contractor Representative Enter Contractor Representative's Name Title Entity Name Address Address Email
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions Exhibit E HIPAA Business Associate Agreement (If applicable.) Enter any other exhibits in alphabetical order	
Contract Purpose Briefly describe the Task Order's purpose.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR INSERT-Legal Name of Contractor</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

--Signature Page End--

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** **** *****

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

DELETE all BLUE text, CUSTOMIZE Red text and CHANGE Red text to Black after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly, Quarterly, or other schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

Mail to:

(Name & Position Title)
(Division & Program)
Colorado Department of Public Health and Environment
(Mail Code)
4300 Cherry Creek Drive South
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have *** (***) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within *** (***) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed *** (***) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (***) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

STATEMENT OF WORK

To Original Contract Number ** *** *****

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

- I. Entity Name:** This section is **OPTIONAL**.
Term: This section is **OPTIONAL**.
- II. Project Description:**
This section is **REQUIRED**.
- III. Definitions:**
This section is **OPTIONAL**.
- IV. Work Plan:**
This section is **REQUIRED**. Insert work plan table here.
- V. Key Personnel:**
This section is **OPTIONAL**.
- VI. Monitoring:**
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data")*. *If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

- VII. Resolution of Non-Compliance:**
This section is **REQUIRED**.

The Contractor will be notified in writing within (?) calendar days of discovery of a compliance issue. Within (?) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *(title of responsible individual)* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET



COLORADO
 Department of Public
 Health & Environment

Contractor Name		Program Contact Name, Title, and Email	
Budget Period		Fiscal Contact Name, Title, and Email	
Project Name		Contract (CT or PO) Number	

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	Description of Work	Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Total Personal Services (including fringe benefits)					\$0.00
Personal Services - Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # Hours on Project	Total Amount Requested from CDPHE
Total Personal Services (including fringe benefits)					\$0.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity		
Total Supplies & Operating Expenses					\$0.00
Travel					

Item	Description of Item	Rate	Quantity	
Total Travel				\$0.00
Contractual (payments to third parties or entities)				
Total Contractual				
SUB-TOTAL BEFORE INDIRECT				\$0.00
				\$0.00
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
Total Indirect				\$0.00
TOTAL				\$0.00

Federal Provisions - Enter title of project or program from NOA

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: **Match name on contract.**
- b. Subrecipient DUNS number: **Enter DUNS #**
- c. The Federal Award Identification Number (FAIN) is **Enter FAIN #.**
- d. The Federal award date is **Date issued.**
- e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
mm/dd/yy - mm/dd/yy	Total Federal Funds Awarded	Amount of Financial Assistance from the NOA

- g. Federal award title of project or program: **Enter title of project or program from NOA.**
- h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A.**
- j. This award **Choose “ is” or “is not”** for research & development.
- k. Subrecipient **Choose “ is” or “is not”** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

[TO BE DELETED IF NOT APPLICABLE]

Exhibit E

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
 - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
 - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
 - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement,

Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and

distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such

incident.

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

q. Business Associate's Insurance and Notification Costs.

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

A. loss of PHI data;

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

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

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

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

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

r. Subcontractors and Breaches.

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

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

s. Data Ownership.

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

- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business

Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Early Childhood

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Early Childhood

Term Begins: July 1, 2023

Term Ends:

Grant Contract #: 23 QAAA 178558 - Am2 (1823)

Summary:

HHS would like to renew contract with CDEC for serving as the Local Coordinating Organization for Universal PreK. Funding for next fiscal year is \$69,694.00

Fiscal Impact: 69,694

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/27/2023

County Attorney Review:

Required

Not Required

Comments:

Per comments from submitter above, motion should be to delegate authority to Matthew to execute contract. Legally sufficient. SO 4/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2023, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Contractor shall serve as the Local Coordinating Organization (LCO) for early childhood and family support programs and services provided to children and families within the community. They shall develop a unified plan with community partners for the successful rollout of Universal Pre-School (UPK) and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area. This Amendment extends the contract expiration date, increases funds for SFY24 services, and amends Exhibits A, C, and E, and adds Exhibit G.

5. MODIFICATIONS

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

A. **Extend the Contract Expiration Date from June 30, 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 \$69,694 and Increases the Maximum Amount for All State Fiscal Years from \$0 to \$69,694.**

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 #2, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. Exhibit C – Additional Provisions

Exhibit C – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit C- Amendment #1 of the Original Contract.

E. Exhibit E – Supplemental Provisions for Federal Awards

Exhibit E – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

F. Exhibit G – Budget

Exhibit G – Amendment #2, which is attached and incorporated by this Amendment, shall be added to 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.



COLORADO
Department of Early Childhood

Exhibit A-Amendment #2

**STATEMENT OF WORK (SOW)
UNIVERSAL PRESCHOOL PROGRAM (UPK)**

**Gunnison County
220 N. Spruce Street
GUNNISON, CO 81230**

JULY 1, 2023 – JUNE 30, 2024

INTRODUCTION/BACKGROUND

Universal Preschool (UPK) Colorado was created in the statute under HB 22-1295. The Colorado Department of Early Childhood (CDEC) will launch UPK Colorado in the 2023-24 school year, offering a minimum of part-time (10 hours/week) or half-day (15 hours/week) of high-quality, voluntary preschool to every Colorado child in the year before they are eligible to enter kindergarten. Families can choose any participating licensed provider in the state. Additional state-funded hours may be available based on child or family circumstances that may impact kindergarten readiness.

A local coordinating organization (LCO) is a community agency or organization that is responsible for supporting access to and equitable delivery of early childhood and family support programs in the community. The LCO's role is to foster partnerships and create alignment to ensure the equitable provision of early childhood and family support programs. The LCO established and implemented a comprehensive, locally driven plan to achieve these goals.

SCOPE OF WORK

This scope of work is intended to:

1. Implement a unified plan with community partners for the successful rollout of Universal Preschool (UPK) Colorado and longer-term birth to five goals for the delivery of comprehensive early childhood services and supports for the catchment area.
2. Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.
3. Support a mixed-delivery UPK Colorado system.

PERIOD OF PERFORMANCE

July 1, 2023 – June 30, 2024

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	Implement a unified plan with community partners for the successful rollout of Universal Preschool (UPK) Colorado and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area.				
Key Activity A: Outreach and establish key stakeholder relationships to support UPK implementation					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A1. Support and prioritize UPK enrollment.	July 1, 2023 - June 30, 2024	Describe the LCOs UPK enrollment plan.	Number of enrollments in the reporting period.	LCO Coordinator	All
A2. Add other childhood and family support programs as applicable, in addition to UPK enrollment.	July 1, 2023 - June 30, 2024	Describe how other programs will be promoted if available in year 1.	Number of additional family support programs.	LCO Coordinator	All
A3. Annually review and revise the community plan to ensure the plan continues to accurately reflect the early childhood and family support programs and services within the community and is relevant and effective in meeting families' needs for early childhood and family support programs and services.	July 1, 2023 - June 30, 2024	Providers and families know what services are available and know how to access them.	Submission of community plan.	LCO Coordinator	All
A4. Solicit and consider input from families, providers, members of the early childhood and family support workforce, local early childhood councils, local and tribal agencies, local governments, and the business community within the community.	July 1, 2023 - June 30, 2024	A plan is developed to solicit stakeholder input.	Submission of stakeholder input plan.	LCO Coordinator	All

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A5. Work with entities within the community, including the entities specified in section §26.5-2-103 (2)(c), C.R.S. to implement the community plan	July 1, 2023 - June 30, 2024	Stakeholders are identified and engaged in community plan implementation.	Number of stakeholders engaged during reporting period.	LCO Coordinator	All
A6. Plan and provide outreach for early childhood and family support programs and services with other efforts to provide holistic services for families, including food, cash assistance, and health care.	July 1, 2023 - June 30, 2024	Identify available services and develop a stakeholder engagement plan for year 2 and beyond.	Number of outreach activities and family support programs.	LCO Coordinator	All
A7. Schedule and coordinate with area stakeholders and serve as the local resource for family access to quality early care and education.	July 1, 2023 - June 30, 2024	Stakeholders are identified and engaged in community plan implementation.	Number of stakeholder identified in community plan implementation.	LCO Coordinator	All

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
<p>A8. In coordination with CDEC and local and tribal agencies, when applicable, work to coordinate the allocation of local early childhood funding and state preschool program funding to public and private providers within the community, based on the community plan, and ensure, to the greatest extent possible, that children who are in low-income families and meet qualifying factors are prioritized to receive early childhood and family support programs and services.</p>	<p>July 1, 2023 - June 30, 2024</p>	<p>Stakeholders are identified and engaged in the process to ensure equitable distribution of UPK funds.</p>	<p>Number of stakeholders identified.</p>	<p>LCO Coordinator</p>	<p>All</p>
<p>A9. Work with providers in the community to ensure the collection and reporting to the department of key systems level data, as required by department rules, in a manner that minimizes duplication and the burden on families and providers and ensures compliance with all applicable privacy protections.</p>	<p>July 1, 2023 - June 30, 2024</p>	<p>A process is developed to collect and report on required data.</p>	<p>Timely reports generated.</p>	<p>LCO Coordinator</p>	<p>All</p>

Outcome statement #2:	Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.				
Key Activity B: Develop and implement plans to support providers					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B1. Support and ensure the availability of high-quality early childhood care and education for all children, including supporting access to training and support for members of the early childhood workforce.	July 1, 2023 - June 30, 2024	Develop a plan to train and support the early childhood workforce.	Submission of Professional Development plan.	LCO Coordinator	All
B2. Increase over time the capacity of high-quality early childcare and education programs within the community to better meet family and community needs.	July 1, 2023 - June 30, 2024	Describe the process to engage stakeholders and identify areas to increase provider capacity.	Process developed for provider capacity.	LCO Coordinator	All
B3. Support public and private providers in recruiting and retaining (within the community) a quality early childhood workforce that is culturally and linguistically relevant to the community.	July 1, 2023 - June 30, 2024	Describe the process to engage stakeholders and support recruitment and retention of a quality workforce.	Process development to engage stakeholders for recruitment and retention.	LCO Coordinator	All

Outcome statement #3:	Support a mixed-delivery UPK system.				
Key Activity C: Outreach and establish relationships with community-based providers to ensure equitable distribution of UPK funds					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C1. Plan for the equitable allocation of funding in the community, with consideration of a parent’s choice of providers.	July 1, 2023 - June 30, 2024	Stakeholders are identified and engaged in the process to ensure equitable distribution of UPK funds.	Number of stakeholders engaged.	LCO Coordinator	All
C2. Subject to the availability and enrollment capacity of preschool providers in the community, provide universal access, in alignment with family choice, to high-quality school- and community-based preschool providers within the community for children in the year before eligibility for kindergarten.	July 1, 2023 - June 30, 2024	Describe the provider engagement process to support family access to UPK.	Report submission on provider engagement.	LCO Coordinator	All
C3. Manage a mixed delivery system of pre-school providers.	July 1, 2023 - June 30, 2024	Describe the process to engage school-, center-, and home-based providers in UPK.	Report submission for school, center, and home based providers.	LCO Coordinator	All

ACCEPTANCE CRITERIA

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A.** The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** **Timely Invoicing** - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to



CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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



8. TRAVEL

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

- A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (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.

11. MANDATED REPORTING

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

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- I. Payment for Local Coordinating Organizations (LCO) for the Universal Pre-School (UPK) Program to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for the following:
 - i) Personnel – Salary and Fringe Expenses



- ii) Consultant Costs
- iii) Technology Costs
- iv) Operating Expenses
- v) Travel – In-State Mileage and Travel Expenses
- vi) Indirect

II. Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

III. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. All LCO shall have access to the GAE The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

IV. In order to receive reimbursement for any services, Contractor shall submit a request for anticipated expenses for pre-approval. The request shall be made, and approval received 30 days prior to the delivery of services.

V. Invoices shall be submitted separately for pre-approved Local Coordinating Organization expenditures.

- i) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

13. 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.



EXHIBIT E -Amendment #2- Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **GUNNISON, COUNTY OF;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9;**
- iii. The Federal Award Identification Number (FAIN) is **2101COCDC6;**
- iv. The Federal award date is **04/14/2021;**
- v. The subaward period of performance start date is **10/01/2020** and end date is **09/30/2024;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
SFY24	\$69,694	\$69,694	\$69,694

- vii. Federal award project description: **Child Care Supplemental Discretionary Funds, American Rescue Plan (ARP) Act, Child Care and Development Fund Grants;**
 - viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families;** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Lisa R. Roy, Executive Director, Colorado Department of Early Childhood, Lisa.Roy@state.co.us, 303.906.2832;**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.575**, name is **Child Care Development Block Grant**, and dollar amount is **\$178,553,958;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions.**
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions.**
- 4) Subrecipient’s approved indirect cost rate is **the de minimis rate of 10 %.**

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

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

- i. Subrecipient is not required to provide matching funds.
- ii. Subrecipient shall provide matching funds as stated in N/A. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;
 - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.1.1.5. Loans;
 - 1.1.1.1.6. Loan Guarantees;
 - 1.1.1.1.7. Subsidies;
 - 1.1.1.1.8. Insurance;
 - 1.1.1.1.9. Food commodities;
 - 1.1.1.1.10. Direct appropriations;
 - 1.1.1.1.11. Assessed and voluntary contributions; and

- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
 - 1.1.1.2. Award **does not** include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.

- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
 - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
 - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;

- 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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

- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
 - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
 - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END



**Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM**

Contractor Name	Gunnison County	Program Contact Name, Title	Lana Athey
Budget Period	July 1, 2023 - June 30, 2024	Phone	970.642.4667
Project Name	UNIVERSAL PRESCHOOL PROGRAM (UPK)	Email	lathey@gunnisoncounty.org
		Fiscal Contact Name, Title	Jody Wise
		Phone	970.641.7679
		Email	jwise@gunnisoncounty.org

Expenditure Categories					
Personnel Services - Salaried Employees					SFY 2024
Position Title	Description of Work and Fringe Benefits Include: Health Insurance, Social Security, Retirement, Paid Time Off	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Early Childhood Services Supervisor	Coordinates meetings, outreach, leads planning processes, completes quarterly reports, oversees funding.	\$80,419	\$29,120	24%	\$26,110
Early Childhood Resource Navigator	Regular outreach to licensed providers and families around UPK. Provides support to families and providers for UPK.	\$50,398	\$12,002	27%	\$16,760
Bi-Lingual Community Outreach	Regular outreach to licensed providers and Spanish speaking families around UPK. Provides support to families and providers for UPK.	\$54,517	\$7,072	16%	\$9,803
Early Childhood Coach and Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	\$69,992	\$12,002.00	7%	\$5,552
Total Personnel Services (including fringe benefits)					\$58,225
Contractors/Consultants (payments to third parties or entities)					SFY 2024
Name	Description of Item				Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC				\$0
Total Contractors/Consultants					\$0
Travel					SFY 2024
Item	Description of Item				Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC				\$0
Total Travel					\$0
Supplies & Operating Expenses					SFY 2024
Item	Description of Item				Total Amount Requested from CDEC
Computer/IT Cost	Laptop/IT expenses for staff members				\$4,000
Advertising	Newspaper Ads, Social Media				\$500
Total Supplies & Operating Expenses					\$4,500
Training and Technical Assistance					SFY 2024
Item	Description of Item				Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC				\$0
Total Training and Technical Assistance					\$0

Items that cannot be included in Modified Total Direct Costs (MTDC) Items listed in this section should not be included in other sections		SFY 2024
Item	Description of Item	Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	\$0
Total Items that cannot be included in MTDC		\$0
TOTAL DIRECT COSTS		\$62,725
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$62,725
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		SFY 2024
Item	Description of Item	Total Amount Requested from CDEC
10% de minimis Indirect rate:		\$6,273
Total Indirect		\$6,969
TOTAL		\$69,694

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



VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Gunnison County

Address: 220 N. Spruce Street

City: Gunnison State: CO Zip Code: 81230 County: Gunnison

FEIN #: 84-60007700 State of Incorporation Colorado

Unique Entity Identifier (UEI) (From SAM.gov) Fiscal Year End Date (MM/DD) 12/2023

Type of Entity (please mark one):

- Individual, Professional Corporation (PC), Sole Proprietor, Not-For-Profit Corporation, Limited Liability Company (LLC), Joint Venture, For-Profit, Limited Liability Partnership (LLP), Government

Primary Contact to Receive ALL Correspondence:

CFO or Financial Contact:

Name: Margaret Wacker Title: Community Health Manager Email: mwacker@gunnisoncounty.org Phone: 970.641.7913 Name: Jody Wise Title: Senior Accountant Email: jwise@gunnisoncounty.org Phone: 970.641.7679

Individual Signing Contract:

Invoice Contact:

Name: Matthew Birnie Title: County Manager Email: mbirnie@gunnisoncounty.org Phone: 970.641.0248 Name: Jody Wise Title: Senior Accountant Email: jwise@gunnisoncounty.org Phone: 970.641.7679

Additional Contacts for DocuSign Review:

The Department of Early Childhood collects signatures via DocuSign. Please list below any individuals that need to be included in the DocuSign process prior to the final signature (example: Director's Assistant, Attorney, etc):

Name: Melanie Bollig Title: Administrative Assistant III Email: mbollig@gunnisoncounty.org Sign or CC? CC Vendor Specific Instructions for Emails of Preliminary Approval/DocuSign (example: PI/Faculty Member Name):

Is your agency set up for Electronic Deposit with the State of CO? Yes X No

If Yes, please list the last 4 digits of the account number payments should be sent to: 9411

How long does your agency and/or board need to review and return the signed contract? 2 weeks

IMPORTANT - When submitted with a Solicitation, please complete the following:

Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

ELECTRONIC OR PRINTED SIGNATURE FROM AUTHORIZED SIGNATORY

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE-Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

grant renewal

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/27/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023

STATE OF COLORADO
DEPARTMENT OF **PUBLIC HEALTH AND ENVIRONMENT**
INTERGOVERNMENTAL AGREEMENT

SIGNATURE AND COVER PAGE(S)

State Agency Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Contractor Gunnison County 200 E Virginia Ave Gunnison, Colorado 81230-2248
Original Contract Number 2022*2745	Contract Performance Beginning Date The later of the Effective date or November 1, 2021
Contract Maximum Amount Initial Term 11/01/2021-06/30/2022 284,734.00 Extension Terms Contract Maximum Amount 284,734.00	Contract Expiration Date June 30,2022 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor Shall Invoice: Monthly Funding Source: State \$284,734.00 Source Source	Miscellaneous Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 Law-Specified Vendor Statute (if any): NA Procurement Method: Request For Application (RFA) Solicitation Number (if any): 30089
State Representative Sam Bourdon Harm Reduction Grant Fund Coordinator VIP/ Overdose Prevention Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246	Contractor Representative Jonathan Houck Chairperson-Board of County Commissioners Gunnison County 200 E. Virginia Avenue Gunnison, Colorado 81230-2248
Exhibits The following Exhibits and Attachments are attached and incorporated into this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Sample Option Letter	
Contract Purpose This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement, public health, in addition to community based organizations (CBO).	

CONTRACT AMENDMENT #3**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment Prevention Services Division-VIP/OPU 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2022*2745		
Contractor: Board of County Commissioners of Gunnison County (a political subdivison of the state of Colorado) 200 E Virginia Ave Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333				Amendment Contract Number: 2022*2745 Amendment #3		
Contract Performance Beginning Date: November 1, 2021				Current Contract Expiration Date: June 30, 2024		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*2745	\$0.00	\$284,734.00	\$0.00	11/1/21-6/30/22	\$284,734.00
Amendment #1	2022*2745 Amendment #1	\$0.00	\$388,535.00	\$0.00	7/1/22-6/30/23	\$388,535.00
Amendment #2	2022*2745 Amendment #2	\$0.00	\$16,465.00	\$0.00	10/13/22-6/30/23	\$16,465.00
Amendment #3	2022*2745 Amendment #3	\$0.00	\$430,207.00	\$0.00	7/1/23-6/30/24	\$430,207.00
Current Contract Maximum Cumulative Amount						\$1,119,941.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p>CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) For the use and benefit of the Gunnison County Department of Health Human Services</p> <hr/> <p>By: Signature Matthew Birnie</p> <hr/> <p>Name of Person Signing for Contractor Joni Reynolds</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- 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 under the State Controller Signature. 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 under the State Controller Signature or **July 1, 2023**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2024**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement, public health, in addition to community based organizations (CBO).

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to update activities in the renewal term Statement of Work, and to add funds supporting these new activities.

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. 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.
- C. The Parties now agree to modify Exhibit B, Statement of Work, of the agreement. Exhibit B, Statement of Work, is deleted and replaced in its entirety with Exhibit B, Statement of

Work, attached to this Amendment for the following reason: To adjust activities 1-6 and add activity 7 to the Statement of Work.

D. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: To add funding in support of the renewal term.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK
To Original Contract Number 2022*2745

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description: This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement and public health, in addition to community based organizations (CBOs). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUDs) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. During the contract term, the GCC will build capacity to implement harm reduction strategies. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy, and connect residents with the peer support specialists when released from the GCDC.

Funding of this project is to improve Gunnison County's residents' health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

III. Definitions:

1. CAC: Certified Addiction Counselor
2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. HCV: Hepatitis C
9. HIV: Human immunodeficiency virus
10. MAT: Medication for Addiction Treatment
11. MI: Motivational Interviewing,
12. OUD: Opioid Use Disorder
13. PWID: People who inject drugs
14. PWUD: People who use drugs
15. SBIRT: Screening, Brief Intervention, and Referral to Treatment
16. SUD: Substance use disorder
17. WSU: Western State University

IV. Work Plan:

EXHIBIT B

Goal #1: Improve the health, well-being and equity of all Coloradans through health promotion, prevention, and access to healthcare.	
Objective #1: No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.	
Primary Activity #1	The Contractor shall facilitate the GCC meetings to expand Gunnison County's provision of substance use harm reduction services.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall examine the existing harm reduction services implemented in Gunnison County. 2. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County. 3. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County. 4. The Contractor shall work with stakeholders to enhance community capacity to implement approved activities. 5. The Contractor shall facilitate ten (10) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD. 6. The Contractor shall facilitate six (6) GCC subgroup meetings annually. 7. The Contractor shall create a regional resource guide with the GCC and Southwest Opioid Council. 8. The Contractor shall create a multidisciplinary team with the GCC to: <ol style="list-style-type: none"> a. support the provision of MAT services in Gunnison County b. expand services to Crested Butte 9. The Contractor shall implement the Better Together anti-stigma campaign with the GCC to: <ol style="list-style-type: none"> a. provide information to help residents understand SUD b. provide information to increase awareness of behavioral health resources 10. The Contractor shall create opportunities for non-medical personnel to provide parent, youth and patient education around prescribing. 11. The Contractor shall create a subgroup to meet with orthopedics. 12. The Contractor shall attend meetings with orthopedics to learn prescribing practices.
Primary Activity #2	The Contractor shall provide four (4) behavioral health professionals to deliver harm reduction services in Gunnison County.

EXHIBIT B

Sub-activities #2	<ol style="list-style-type: none"> 1. The Contractor shall employ: <ol style="list-style-type: none"> a. a harm reduction clinical nurse b. a consortium coordinator 2. The Contractor shall provide support to community-identified health/recovery navigators. 3. The Contractor shall assign the harm reduction clinical nurse to perform the following: <ol style="list-style-type: none"> a. provide outreach to community members at risk of SUD b. research best practices for harm reduction strategies in rural areas c. generate increased support for harm reduction strategies d. provide best practices in harm reduction service implementation. e. Provide HIV and Hep C testing f. Provide HIV and Hep C education 4. The Contractor shall provide clinical supervision to staff. 5. The Contractor shall provide training to staff on: <ol style="list-style-type: none"> a. secondary trauma b. behavioral health
Primary Activity #3	The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall organize a minimum of one (1) meeting with the Gunnison County Detention Center (GCDC) to discuss the development of a naloxone distribution policy. 2. The Contractor shall create a process document with the GCDC to connect individuals with the peer support specialist and the health navigator upon release. 3. The Contractor shall conduct meetings with the Jail Based Services Clinician and Detention Center Captain to build support for Harm reduction strategies. 4. The Contractor shall provide HIV and HCV testing to: <ol style="list-style-type: none"> a. CBOs across Gunnison County b. jail locations across Gunnison County.
Primary Activity #4	The Contractor shall provide a minimum of one (1) behavioral health training to professionals in Gunnison County.

EXHIBIT B

<p>Sub-Activities #4</p>	<ol style="list-style-type: none"> 1. The Contractor shall create a behavioral health training curriculum with a CDPHE approved partner. 2. The Contractor shall schedule four (4) training locations in Gunnison County to deliver the behavioral health training. 3. The Contractor shall provide the training to a minimum of ten (10) behavioral health professionals. 4. The Contractor shall provide the training to a minimum of four (4) professionals in the field of law enforcement. 5. The Contractor shall distribute the behavioral health training materials to the registered professionals. 6. The Contractor shall facilitate the behavioral health training. 7. The Contractor shall provide a Question and Answer session after the behavioral health training. 8. The Contractor shall provide additional training opportunities in the following best-practice interventions: <ol style="list-style-type: none"> a. Certified Addiction Counseling (CAC), b. Eye Movement Desensitization and Reprocessing (EMDR), c. Motivational Interviewing, d. Screening, Brief Intervention, and Referral to Treatment (SBIRT), e. Cognitive Behavioral Therapy (CBT), f. harm reduction for people who use substances, g. and trauma-informed services. 9. The Contractor shall create a follow-up survey to assess training effectiveness. 10. The Contractor shall administer the survey to all attendees of the training. 11. The Contractor shall analyze the results of the survey to inform training improvements.
<p>Primary Activity #5</p>	<p>The Contractor shall verify the number of PWUD practicing risk reduction measures increases.</p>
<p>Sub-Activities #5</p>	<ol style="list-style-type: none"> 1. The Contractor shall visit existing harm reduction organizations in Colorado. 2. The Contractor shall evaluate readiness for harm reduction services in Gunnison County. 3. The Contractor shall disseminate harm reduction supplies. 4. The Contractor shall provide naloxone for clients of CBOs including MAT providers. 5. The Contractor shall provide education to local pharmacists and orthopedics on the following topics: <ol style="list-style-type: none"> a. Harm reduction principles b. The role of Naloxone in reducing overdose c. The importance of Naloxone distribution in a pharmacy setting

EXHIBIT B

	<ul style="list-style-type: none"> d. Harm reduction resources in Gunnison County e. State and local legislation related to substance use and overdose <ul style="list-style-type: none"> 6. The Contractor shall build capacity to implement harm reduction strategies in Gunnison County. 7. The Contractor shall organize an anti-stigma campaign. 8. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.
Primary Activity #6	The Contractor shall complete a CDPHE approved monthly progress report.
Primary Activity #7	The Contractor shall complete a CDPHE approved annual progress report.
Standards and Requirements	<ul style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide a monthly and annual progress report template which shall include: <ul style="list-style-type: none"> a. Primary and sub- activity progress summary. b. The most current data available including the demographics and number of people participating in interventions. c. Process and outcome evaluation data as specified in the grantee's evaluation plan. d. Documentation of any activities between law enforcement, LPHAs and community-based organizations. e. Challenges and successes encountered. f. Any requests for technical assistance or training. 3. The Contractor shall follow information at https://www.colorado.gov/pacific/cdphe/opioid-prevention. This website is incorporated and made part of this contract by reference. 4. The Contractor shall facilitate regular meetings with stakeholders throughout planning and implementation of the approved activities. 5. CDPHE will provide technical assistance to the Contractor regarding selected overdose prevention activities which may include: provider education; community education; community-level interventions; targeted naloxone distribution; data; evaluating local efforts to implement effective strategies 6. The Contractor shall work with all stakeholders to enhance community capacity to implement approved activities. 7. The Contractor shall attend CDPHE approved trainings and meetings. 8. CDPHE will provide the Contractor with technical assistance for evaluation planning and implementation. 9. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.

EXHIBIT B

Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. Creation of a community resource guide to increase awareness of available behavioral health services in Gunnison County. 2. Implementation of a SUD anti-stigma campaign. 3. Increased linkage to care for individuals with a substance use disorder through connection with peer specialists and health navigators. 4. Increased support to individuals with SUD/OUD who are at risk of interacting with law enforcement through connection with a crisis clinician. 5. Creation of a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release. 6. Provision of a minimum of one (1) behavioral health training. 7. Provision of minimum of one (1) community forum on substance use, treatment, and recovery resources. 	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Implementation efforts of SOW activities to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement and public health, in addition to community based organizations (CBOs) in the following reports: <ol style="list-style-type: none"> a. Monthly Progress Report. b. Annual Progress Report 	
		Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall submit a CDPHE approved monthly progress report. 2. The Contractor shall submit a CDPHE approved annual progress report. 	<p>No later than the 15th of each month</p> <p>No later than 6/30 annually</p>

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Harm Reduction Grant Program Coordinator and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*2745

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services (970) 642-7393 kcommerford@gunnisoncounty.org
Budget Period	07/01/2023-06/30/2024	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org
Project Name	Gunnison County Consortium	Contract (CT or PO) Number	CT FHLA 2022*2745

Expenditure Categories

**Personal Services
Salaried Employees**

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Grant Director	Completes all grant required activities, reporting, and fiscal oversight. The grant direct will serve 100% on the deliverables, but only bill 30% of time. Personnel costs are covered by Gunnison County and other grant funding	\$ 120,000.00	\$ 18,000.00	30.0%	\$ 41,400.00

**Personal Services
Hourly Employees**

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders.	\$ 30.00	\$ 9.00	780.0	\$ 30,420.00
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends. We have additional funding to support this position. Work with the state to access and report on the amount of prescription drugs prescribed and trends.	\$ 31.00	\$ 4.00	780.0	\$ 27,300.00

Clinical Nurse - Harm Reduction	Works with the consortium and partners to research harm reduction strategies that have been successfully implemented in Colorado and across other similar communities. Build support for harm reduction services, help implement harm reduction strategies. Work with MAT services to provide testing and education on site.	\$ 38.00	\$ 12.00	1560.0	\$ 78,000.00
Total Personal Services (including fringe benefits)					\$ 177,120.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Consortium/Coalition Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Six anticipated coalition meetings for 25 people x \$10/pp	\$ 250.00	10.0	\$ 2,500.00	
Zoom platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option.	\$ 750.00	1.00	\$ 750.00	
Training for SUD/ODD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for four events--trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours.	\$ 1,500.00	3.00	\$ 4,500.00	
Education/Forums Expenses	Costs to host two (2) community forums on Substance use disorder prevention, treatment, and recovery. Each event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$300 + \$25 for supplies (paper/pens/printing) for each event.	\$ 325.00	2.00	\$ 650.00	
Advertising and Public Awareness	\$400/month x 8 for social media advertisement, newspapers and publishing of anti-stigma campaign.	\$ 400.00	8.00	\$ 3,200.00	
Referral Guide	Printing of Community referral guide: \$2.50 per copy x 200	\$ 2.50	200.00	\$ 500.00	

General Operating Supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc)	\$ 30.00	12.00	\$ 360.00
Health/Recovery Navigator Stipends	Health Navigators are responsible for supporting community members with accessing basic needs and behavioral health services. Health navigators are established in the community and have prior experience providing services to Gunnison County residents. Health navigators are required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. Health navigators will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigators will track the number of people contacted and the linkage to care services provided. Stipend: \$25/hr. * 8 hours a week= \$200.00, 2 health navigators * \$200/wk., not to exceed \$10,400 per year/per navigator. Orthopedic subgroup \$25/hr. 4 people x 1 hours a week not to exceed \$5,200 total for the subgroup	\$ 10,400.00	2.50	\$ 26,000.00
Harm Reduction Operating Supplies	Funds to support harm reduction strategies - may include costs associated with narcan trainings, distribution, vending machines, needle disposal, Safer use equipment, test strips.	\$ 10,000.00	1.00	\$ 10,000.00
Total Supplies & Operating				\$ 48,460.00
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Local and state travel (staff)	Local mileage for county wide travel for staff. State mileage for travel to harm reduction clinics 2000 miles x .57 = \$1,140. Lodging 4 trips x one night (\$225) x 3 people = \$2,700; Per diem 4 x \$65 x 3 = \$780	\$ 4,620.00	1.0	\$ 4,620.00
In-state travel (staff)	In-state travel for three staff members to attend a CDPHE approved one day meeting and the four-day Shared Risk and Protective Factor Conference in Keystone CO in June 2024. GSA travel standards and rates are used by Gunnison County. Budget estimates are based on 2023 GSA rates and may change for 2024. Conference registration fee=\$200x3 staff=\$600. Lodging=3 nights @ \$175/night=\$525x 3 staff=\$1,575. Mileage from Gunnison County to Keystone Conference Center is 158 miles, one-way, per Google. 316 miles x \$0.57=\$180. \$62/day x 3 x 3 =\$558.	\$ 2,913.00	1.0	\$ 2,913.00

Out of state travel (staff)	Out of state travel to support attendance at the Drug Policy Reform Conference Oct 18-21, 2023. Flights x 3 (\$500) = \$1,500; lodging 5 nights x \$250 x 3 = \$3,750; perdiem \$69 x5 x3 = \$1,035; ground transportation = \$200.	\$ 6,485.00	1.0	\$ 6,485.00
Total Travel				\$ 14,018.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison County Sheriff Department	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$1,000 for contract term.	\$ 1,000.00	1.0	\$ 1,000.00
Local Law Enforcement - Gunnison Police, Crested Butte Marshall, Mt. Crested Butte Marshall	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$1,000 for contract term.	\$ 1,000.00	3.0	\$ 3,000.00
Western Colorado University - Behavioral Health	WCU representative will work with consortium to develop behavioral health training curriculum (2 courses @\$3,000 per course), assist in delivering curriculum, attend consortium meetings, \$6,000 for contract term.	\$ 3,000.00	2.0	\$ 6,000.00
TBD- Trainer	Training to support staff and consortium members working with individuals with SUD and mental illness; including secondary trauma, counseling and behavioral health topics. \$2,500 per training for travel and training fee x 3	\$ 2,500.00	3.0	\$ 7,500.00
Clinical Supervision	Consultant provides guidance, support, and education to staff and consortium member/organizations working with Grasp regarding client case load, clinical considerations, therapeutic interventions, supervisee self-care, professional development, reporting requirements, to assure appropriate and effective service delivery to community members. . Base rate of \$100.00 x 5 = \$500 a month ☐	\$ 500.00	12.0	\$ 6,000.00

Gunnison Valley Hospital	Peer Support Specialist (1 FTE) \$38,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. Crisis clinician (1 FTE) \$50,000 that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis. For contract term. 50% of Medical Assistant cost to expand MAT services to Crested Butte Location \$40,000.	\$ 128,000.00	1.0	\$ 128,000.00
Total Contractual				\$ 151,500.00
SUB-TOTAL OF DIRECT COSTS				\$ 391,098.00
Indirect				
Item	Description of Item	Total Amount Requested from CDPHE		
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate	CDPHE CY2023 rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant incentives for this contract.	\$ 39,109.00		
De minimis Indirect Cost Rate				
Total Indirect				\$ 39,109.00
TOTAL				\$ 430,207.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE - Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

increased funding

Fiscal Impact: \$16,465.00 Increase in grant funding

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/27/2022

County Attorney Review:

Required

Not Required

Comments:

Not spotting legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/26/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/4/2022

CONTRACT AMENDMENT #2**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment Prevention Services Division-VIP/OPU 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2022*2745		
Contractor: Board of County Commissioners of Gunnison County (a political subdivison of the state of Colorado) 200 E Virginia Ave Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333				Amendment Contract Number: 2022*2745 Amendment #2		
Contract Performance Beginning Date: November 1, 2021				Current Contract Expiration Date: June 30, 2023		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*2745	\$0.00	\$284,734.00	\$0.00	11/1/21-6/30/22	\$284,734.00
Amendment #1	2022*2745 Amendment #1	\$0.00	\$388,535.00	\$0.00	7/1/22-6/30/23	\$388,535.00
Amendment #2	2022*2745 Amendment #2	\$0.00	\$16,465.00	\$0.00	9/28/22-6/30/23	\$16,465.00
Current Contract Maximum Cumulative Amount						\$689,734.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p>CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) For the use and benefit of the Gunnison County Department of Health Human Services</p> <hr/> <p>By: Signature Matthew Birnie</p> <hr/> <p>Name of Person Signing for Contractor County Manager</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: <u>10/04/2022</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- 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 under the State Controller Signature. 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 under the State Controller Signature or **September 28, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce the harms associated with drug use and to develop alternatives to the criminal justice system for those who suffer from substance abuse disorder

The Parties now desire to increase funding and change Statement of Work for the following reason: to add additional funds to support deliverables and services as specified in the updated Statement of Work (SOW).

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Parties now agree to modify Exhibit B, Statement of Work, of the agreement. Exhibit B, Statement of Work, is deleted and replaced in its entirety with Exhibit B, Statement of

Work, attached to this Amendment for the following reason: to continue the services described in the Original Contract for an additional term.

- C. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: to reflect changes to the SOW and continue services.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK
To Original Contract Number 2022*2745

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description: This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement and public health, in addition to community based organizations (CBOs). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUDs) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy; as well as connect residents with the peer support specialists when released from the GCDC.

During the contract period, Gunnison County will hire several behavioral health professionals, to provide referrals to medication for addiction treatment (MAT), harm reduction services, support to the Front Range MAT services, SUD services, in addition to increasing diversion from incarceration in response to behavioral health crises. MAT certification will be accessible in Gunnison County in order to expand MAT resources. To increase the quality of behavioral health services, incentivized training opportunities will be available to both behavioral health professionals in addition to law enforcement professionals.

Funding of this project is to improve Gunnison County's residents' health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

III. Definitions:

1. CAC: Certified Addiction Counselor
2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. MAT: Medication for Addiction Treatment
9. MI: Motivational Interviewing,
10. OUD: Opioid Use Disorder
11. SBIRT: Screening, Brief Intervention, and Referral to Treatment
12. SUD: Substance use disorder
13. WSU: Western State University

IV. Work Plan:

EXHIBIT B

<p>Goal #1: Improve the health, well-being and equity of all Coloradans through health promotion, prevention, and access to healthcare.</p>	
<p>Objective #1: No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.</p>	
<p>Primary Activity #1</p>	<p>The Contractor shall facilitate the GCC meetings to expand Gunnison County’s provision of substance use harm reduction services.</p>
<p>Sub-Activities #1</p>	<ol style="list-style-type: none"> 1. The Contractor shall examine the existing harm reduction services implemented in Gunnison County. 2. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County. 3. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County. 4. The Contractor shall work with stakeholders to enhance community capacity to implement approved activities. 5. The Contractor shall schedule six (6) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD. 6. The Contractor shall facilitate six (6) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD. 7. The Contractor shall write meeting minutes at each of the scheduled GCC meetings. 8. The Contractor shall schedule six (6) GCC subgroup meetings annually. 9. The Contractor shall facilitate six (6) GCC subgroup meetings annually. 10. The Contractor shall write meeting minutes at each of the scheduled GCC subgroup meetings. 11. The Contractor shall create a regional resource guide with the GCC and Southwest Opioid Council. 12. The Contractor shall create a multidisciplinary team with the GCC to: <ol style="list-style-type: none"> a. support the provision of MAT services in Gunnison County b. expand services to Crested Butte 13. The Contractor shall implement the Better Together anti-stigma campaign with the GCC to: <ol style="list-style-type: none"> a. provide information to help residents understand SUD b. provide information to increase awareness of behavioral health resources
<p>Primary Activity #2</p>	<p>The Contractor shall provide four (4) behavioral health professionals to deliver harm reduction services in Gunnison County.</p>

EXHIBIT B

<p>Sub-activities #2</p>	<ol style="list-style-type: none"> 1. The Contractor shall: <ol style="list-style-type: none"> a. hire a harm reduction clinical nurse b. employ a peer support specialist c. employ a crisis clinician d. provide support to community-identified health/recovery navigators 2. The Contractor shall assign the harm reduction clinical nurse to perform the following: <ol style="list-style-type: none"> a. provide outreach to community members at risk of SUD b. research best practices for harm reduction strategies in rural areas c. generate increased support for harm reduction strategies d. provide best practices in harm reduction service implementation e. provide HIV and Hep C testing and education 3. The Contractor shall assign the peer support specialist to perform the following: <ol style="list-style-type: none"> a. provide support to the Front Range MAT services b. provide SUD services at the Western Colorado University c. provide support to individuals actively using substances d. provide justice-involved individuals’ access to resources upon release from GCDC 4. The Contractor shall assign the crisis clinician to perform the following: <ol style="list-style-type: none"> a. provide support to individuals with SUD/ODU who are at risk of interacting with law enforcement b. provide diversion, in addition to re-entry services for individuals with SUD c. provide assessment to individuals who present for help with behavioral health issues d. provide continuity of care after initial crisis response e. provide referrals to SUD/ODU treatment services 5. The Contractor shall assign the health navigator(s) to perform the following: <ol style="list-style-type: none"> a. provide recovery support to individuals with behavioral health concerns b. provide treatment referrals to individuals with behavioral health concerns, in addition to referrals to basic need services c. provide multilingual services to residents
<p>Primary Activity #3</p>	<p>The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.</p>
<p>Sub-Activities #3</p>	<ol style="list-style-type: none"> 1. The Contractor shall organize a minimum of one (1) meeting with the Gunnison County Detention Center (GCDC) to discuss the development of a naloxone distribution policy. 2. The Contractor shall create a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.

EXHIBIT B

	<p>3. The Contractor shall conduct meetings with the Jail Based Services Clinician and Detention Center Captain to build support for Harm reduction strategies.</p>
<p>Primary Activity #4</p>	<p>The Contractor shall provide a minimum of one (1) behavioral health training to professionals in Gunnison County.</p>
<p>Sub-Activities #4</p>	<ol style="list-style-type: none"> 1. The Contractor shall create a behavioral health training curriculum with a CDPHE approved partner. 2. The Contractor shall create an electronic mail (email) advertising the behavioral health training. 3. The Contractor shall create a contact list of professionals interested in the training, including: <ol style="list-style-type: none"> a. behavioral health professionals b. law enforcement professionals c. service providers in the substance use and addiction field 4. The Contractor shall create an electronic registration form for participation in the behavioral health training. 5. The Contractor shall analyze the behavioral health training registration data collected from the electronic registration form. 6. The Contractor shall schedule four (4) training locations in Gunnison County to deliver the behavioral health training. 7. The Contractor shall provide training details to registered participants by email. 8. The Contractor shall use a sign-in sheet to track the number of professionals attending the training. 9. The Contractor shall provide the training to a minimum of ten (10) behavioral health professionals. 10. The Contractor shall provide the training to a minimum of four (4) professionals in the field of law enforcement. 11. The Contractor shall determine the method of presenting the training from the following options: <ol style="list-style-type: none"> a. online platform b. in-person c. hybrid training 12. The Contractor shall distribute the behavioral health training materials to the registered professionals. 13. The Contractor shall facilitate the behavioral health training. 14. The Contractor shall provide a Question and Answer session after the behavioral health training.

EXHIBIT B

	<p>15. The Contractor shall provide additional training opportunities in the following best-practice interventions:</p> <ul style="list-style-type: none"> a. Certified Addiction Counseling (CAC) b. Eye Movement Desensitization and Reprocessing (EMDR) c. Motivational Interviewing d. Screening, Brief Intervention, and Referral to Treatment (SBIRT) e. Cognitive Behavioral Therapy (CBT) f. harm reduction for people who use substances g. trauma-informed services <p>16. The Contractor shall create a follow-up survey to assess training effectiveness.</p> <p>17. The Contractor shall administer the survey to all attendees of the training.</p> <p>18. The Contractor shall analyze the results of the survey to inform training improvements.</p>
<p>Primary Activity #5</p>	<p>The Contractor shall provide public awareness of behavioral health resources to residents in Gunnison County.</p>
<p>Sub-Activities #5</p>	<ul style="list-style-type: none"> 1. The Contractor shall organize a minimum of two (2) community forums on SUD prevention, treatment, in addition to recovery. 2. The Contractor shall determine the method of hosting the community forums from the following options: <ul style="list-style-type: none"> a. online platform b. in-person c. hybrid forum 3. The Contractor shall provide the location of the community forums by email. 4. The Contractor shall organize an anti-stigma campaign. 5. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.
<p>Primary Activity #6</p>	<ul style="list-style-type: none"> 1. The Contractor shall: <ul style="list-style-type: none"> a. complete a CDPHE approved monthly progress report. b. complete a CDPHE approved quarterly progress report. c. complete a CDPHE approved annual progress report.

EXHIBIT B

<p style="text-align: center;">Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide a monthly and annual progress report template which shall include: <ol style="list-style-type: none"> a. Primary and sub- activity progress summary. b. The most current data available including the demographics and number of people participating in interventions. c. Process and outcome evaluation data as specified in the grantee’s evaluation plan. d. Documentation of any activities between law enforcement, LPHAs and community-based organizations. e. Challenges and successes encountered. f. Any requests for technical assistance or training. 3. The Contractor shall follow information at https://www.colorado.gov/pacific/cdphe/opioid-prevention. This website is incorporated and made part of this contract by reference. 4. The Contractor shall facilitate regular meetings with stakeholders throughout planning and implementation of the approved activities. 5. CDPHE will provide technical assistance to the Contractor regarding selected overdose prevention activities which may include: provider education; community education; community-level interventions; targeted naloxone distribution; data; evaluating local efforts to implement effective strategies 6. The Contractor shall work with all stakeholders to enhance community capacity to implement approved activities. 7. The Contractor shall attend CDPHE approved trainings and meetings. 8. CDPHE will provide the Contractor with technical assistance for evaluation planning and implementation. 9. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.
<p style="text-align: center;">Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Creation of a community resource guide to increase awareness of available behavioral health services in Gunnison County. 2. Implementation of a SUD anti-stigma campaign. 3. Increased linkage to care for individuals with a substance use disorder through connection with peer specialists and health navigators. 4. Increased support to individuals with SUD/ODU who are at risk of interacting with law enforcement through connection with a crisis clinician. 5. Creation of a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release. 6. Provision of a minimum of one (1) behavioral health training. 7. Provision of minimum of one (1) community forum on substance use, treatment, and recovery resources.
<p style="text-align: center;">Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Implementation efforts of SOW activities to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement and public health, in addition to community based organizations (CBOs) in the following reports: <ol style="list-style-type: none"> a. Monthly Progress Report. b. Quarterly Progress Report.

EXHIBIT B

	c. Annual Progress Report	
		Completion Date
Deliverables	1. The Contractor shall submit a CDPHE approved monthly progress report.	No later than the 15th of each month
	2. The Contractor shall submit a CDPHE approved quarterly progress report.	No later than 15 days after the quarter ends.
	3. The Contractor shall submit a CDPHE approved annual progress report.	No later than 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Harm Reduction Grant Program Coordinator and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



COLORADO

Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM Original Contract Routing # 2022*2745

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services kcommerford@gunnisoncounty.org (970) 642-7393	
Budget Period	9/28/22 - 06/30/2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org	
Project Name	Gunnison County Consortium	Contract/Encumbrance Number	CT FHLA 2022*2745	
Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Grant Director	Completes all grant required activities, reporting, and fiscal oversight. <i>No change</i>	\$58,400.10	\$0.00	\$58,400.10
				\$0.00
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders, <i>No change</i>	\$26,520.00	\$0.00	\$26,520.00
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends, <i>No change</i>	\$28,860.00	\$0.00	\$28,860.00
Health Educator - Harm Reduction	Works with the consortium and partners to research harm reduction strategies that have been successfully implemented in Colorado and across other similar communities. Implement harm reduction education, strategies across the community. HIV, Hep C education and testing, explore safe needle disposal and exchange, SBIRT screening and case management with families at risk <i>Revision: This position was originally written into the grant as a nurse position and after 6 months of posting the position we were unable to hire the position so we modified the position to be a Health Educator. During this time we hosted harm reduction education and found the community was ready for more harm reduction strategies and would need a clinical nurse position within the next year to move forward with some of our strategies. The nurse position will research successful harm reduction strategies in similar communities and work with our MAT services to provide testing and education at service site. Having a clinical position provides a deeper relationship with the medical community and help build support for harm reduction strategies.</i>	\$47,299.20	(\$47,299.20)	\$0.00
Health/Recovery Navigators	Health Navigators are responsible for supporting community members with accessing basic needs and behavioral health services. Health navigators are established in the community and have prior experience providing services to Gunnison County residents. Health navigators are required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. Health navigators will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigators will track the number of people contacted and the linkage to care services provided. Compensated \$25/hr * 8 hours a week= \$200.00, 3 health navigators * \$200/wk, not to exceed \$10,400 per year/per navigator. <i>Position moved from Supplies and Operating to Personal Services-Hourly Employees due to Contractor Accounting Policy, amount remains the same.</i>	\$0.00	\$31,200.00	\$31,200.00

Clinical Nurse - Harm Reduction	<i>The Clinical Nurse position will research successful harm reduction strategies in similar communities and work with our MAT services to provide HCV/HIV testing and education at service site. Having a clinical position provides a deeper relationship with the medical community and help build support for implementation of harm reduction strategies. Position 30hrs a week x 39 weeks. \$38.72/hr and 14.50 fringe=\$53.22/hr</i>	\$0.00	\$62,267.40	\$62,267.40
				\$0.00
Total Personal Services (including fringe benefits)		\$161,079.30	\$46,168.20	\$207,247.50
Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Consortium Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Six anticipated coalition meetings for 25 people x \$10/pp. <i>No change</i>	\$1,500.00	\$0.00	\$1,500.00
Zoom Platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option. <i>No change</i>	\$750.00	\$0.00	\$750.00
Training for SUD/OD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling, Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for four events--trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours. <i>No change</i>	\$8,000.00	\$0.00	\$8,000.00
Education/Forums Expenses	Costs to host two (2) community forums on Substance use disorder prevention, treatment, and recovery. Each event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$300 + \$25 for supplies (paper/pens/printing) for each event. <i>No change</i>	\$650.00	\$0.00	\$650.00
Advertising and Public Awareness	\$400/month x 8 for social media advertisement, newspapers and publishing of anti-stigma campaign. <i>No change</i>	\$3,200.00	\$0.00	\$3,200.00
Referral Guide	Printing of Community referral guide: \$2.50 per copy x 200. <i>No change</i>	\$500.00	\$0.00	\$500.00
General Operating Supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc). <i>No change</i>	\$360.00	\$0.00	\$360.00
Health/Recovery Navigator Stipends	Health Navigators are responsible for supporting community members with accessing basic needs and behavioral health services. Health navigators are established in the community and have prior experience providing services to Gunnison County residents. Health navigators are required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. Health navigators will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigators will track the number of people contacted and the linkage to care services provided. Stipend: \$25/hr * 8 hours a week= \$200.00, 3 health navigators * \$200/wk, not to exceed \$10,400 per year/per navigator. <i>Revision: Line moved to Personal Services-Hourly Employees due to contractor accounting policy.</i>	\$31,200.00	(\$31,200.00)	\$0.00
				\$0.00
Total Supplies & Operating Expenses		\$46,160.00	(\$31,200.00)	\$14,960.00
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Local Mileage (Staff)	Local mileage for county wide travel for staff. <i>No change</i>	\$342.00	\$0.00	\$342.00

In-State Travel (Staff)	In-state travel for four staff members to attend a CDPHE approved one day grantee meeting and the four-day Shared Risk and Protective Factor Conference in Keystone CO in June 2022. GSA travel standards and rates are used by Gunnison County. Budget estimates are based on 2021 GSA rates and may change for 2022. Conference registration fee=\$250x4 staff=\$1000. Lodging=5 nights @ \$152/night=\$760x 4 staff=\$3,040. Mileage from Gunnison County to Keystone Conference Center is 158 miles, one-way, per Google. 316 miles x \$0.57=\$180.12x4staff=\$720.48. Breakfast and lunch will be provided for 4 days so those costs are excluded from the meals and incidentals (M&IE) calculation. \$39/day (\$34/dinner and \$5 incidental/day) x 5=\$195 and final day with breakfast and incidental \$18 +5=\$23. M&IE=\$218. \$218 x4 staff=\$872.00. <i>No change</i>	\$5,632.48	\$0.00	\$5,632.48
				\$0.00
Total Travel		\$5,974.48	\$0.00	\$5,974.48
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	Description of Item and Justification for Revision			
Gunnison County Sheriff Department	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$2,000 for contract term. <i>No Change</i>	\$2,000.00	\$0.00	\$2,000.00
Local law enforcement	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$2,000 for contract term. <i>No change</i>	\$6,000.00	\$0.00	\$6,000.00
Western Colorado University - Behavioral Health	WCU representative will work with consortium to develop behavioral health training curriculum (4 courses @\$3,000 per course), assist in delivering curriculum, attend consortium meetings, \$12,000 for contract term. <i>No change</i>	\$12,000.00	\$0.00	\$12,000.00
Gunnison Valley Hospital	Peer Support Specialist (1 FTE) \$32,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. Crisis clinician (1 FTE) \$50,000 that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis. For contract term. 50% of Medical Assistant cost to expand MAT services to Crested Butte Location \$38,000. <i>No change</i>	\$120,000.00	\$0.00	\$120,000.00
				\$0.00
Total Contractual		\$140,000.00	\$0.00	\$140,000.00
SUB-TOTAL BEFORE INDIRECT		\$353,213.78	\$14,968.20	\$368,181.98
Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item			
Federal Negotiated Indirect cost rate				\$0.00
CDPHE Negotiated Indirect Cost Rate	CDPHE CY2022 rate of 24.18% Total Direct Costs excluding capital expenditures, rent and participant support costs. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant support costs for this contract.	\$35,321.22	\$1,496.80	\$36,818.02
De Minimis Indirect Cost Rate				\$0.00
Total Indirect		\$35,321.22	\$1,496.80	\$36,818.02

TOTAL	\$388,535.00	\$16,465.00	\$405,000.00
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for USDA Forest Service Modification of G

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: United State Forest Service

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a modification for funds for a coordinated effort between the U.S. Forest Service and Gunnison County to treat noxious and invasive plants along designated rights-of-ways on both the Gunnison Ranger District and Paonia Ranger District. The total contract will now be for \$15,071 with

Fiscal Impact:

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 4/27/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 4/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 4/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 5/2/2023



MODIFICATION OF GRANT OR AGREEMENT	PAGE 1	OF PAGES 11
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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 19-PA-11020407-039	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 004
-----------------------------------------------------------------------------	------------------------------------------------------------	---------------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Grand Mesa, Uncompahgre and Gunnison NFs 2250 South Main Street Delta, CO 81416	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Grand Mesa, Uncompahgre and Gunnison NFs Gunnison Ranger District 216 N Colorado ST Gunnison, CO 81230
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6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Gunnison County Colorado Government 200 E Virginia AVE Gunnison, CO 81230-2248	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
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8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding in the amount of \$8,000.00
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Update Cooperator Program Manager, U.S. Forest Service Program Manager and U.S. Forest Service Administrative Contact
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
See attached.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2023 Operating Plan and Provision Update

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GUNNISON COUNTY COLORADO GOVERNMENT SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JONATHAN HOUCK		11.F. NAME (type or print): CHAD STEWART	
11.G. TITLE (type or print): County Commissioner		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: AMANDA MARR U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment A

Provision Update

The purpose of this modification is to update the Cooperator Program Contact, U.S. Forest Service Program Manager, U.S. Forest Service Administrative Contact, and add funding in the amount of \$8,000.00.

This modification will reflect changes to the following provisions:

IV. A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$8,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the Agreement. The U.S. Forest Service shall make payment upon receipt of the County's annual invoice. Each invoice from the County shall display the total project costs for the billing period, separated by the U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

V.A. PRINCIPAL CONTACTS.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jason Evanko Vegetation Manager, Gunnison County PO Box 915 Gunnison, CO 81230 Telephone: 724-875-8493 FAX: N/A Email: jevanko@gunnisoncounty.org	Jody Wise Accountant 200 E Virginia AVE Gunnison, CO 81230 Telephone: 970-641-7679 FAX: N/A Email: jwise@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Angela Yemma Rangeland Management Specialist 216 Colorado Gunnison, CO 81230 Telephone: 970-318-9494 FAX: N/A Email: angela.yemma@usda.gov	Amy Sharp Grants Management Specialist 1617 Cole Blvd Lakewood, CO 80401 Telephone: 719-437-9953 FAX: N/A Email: amy.sharp@usda.gov

ANNUAL OPERATING PLAN 2023

I. GENERAL PROJECT DESCRIPTION:

A coordinated effort between the U.S. Forest Service and Gunnison County to treat noxious and invasive plants along designated rights-of-ways on both the Gunnison Ranger District and Paonia Ranger District. These rights-of-ways begin in the bottom lowlands outside of U.S. Forest Service jurisdiction and serve as vectors for the spread of invasives plant seeds onto National Forest and other lands. The purpose of this agreement is to reduce the spread of invasive plant species and maintain native plant species across the jurisdictional boundaries for the ecological and economic benefit.

II. PROJECT SPECIFICS:

A. FOREST SERVICE SHALL:

1. Provide guidance on rights-of-ways to be treated.
2. Provide a list of approved herbicides for application on NFS lands.
3. Collect treatment data at the end of the operation season.

B. GUNNISON COUNTY SHALL:

1. Record all data for treatments on NFS lands including, date, location description, applicator name, method of application (ATV, truck, backpack, hand pulling, etc.), calibration rate, species treated, herbicide label name, herbicide application rate, surfactant label name, surfactant application rate, dye label name, dye application rate, treatment area (acres), and volume applied (gallons).
2. Treat pre-designated rights-of-ways

EXHIBIT A: ANNUAL OPERATING PLAN

Work Areas	Hours @ \$117.50/hr (including labor, equipment, materials, travel, administration)	Treatment (chemical, cultural, bio, physical)	Estimated Period of Performance	Estimated Cost
Los Pinos area roads	7	Chemical	6/1-10/31	\$822.50
Black Mesa Rds 716, 717, 719	16	Chemical	6/1-10/31	\$1,880.00
Slate River & Washington Gulch, Poverty	8	Chemical	6/1-10/31	\$940.00
Kebler Pass	6	Chemical	6/1-10/31	\$705.00
Cement Creek	3	Chemical	6/1-10/31	\$352.50
Brush Creek	4	Chemical	6/1-10/31	\$470.00
Red Creek	4	Chemical	6/1-10/31	\$470.00
Coal Creek Road	16	Chemical	6/1-10/31	\$1,880.00
Taylor/Spring Creek	4	Chemical	6/1-10/31	\$470.00
Total	68			\$7,990.00

- C. TERM OF ANNUAL OPERATING PLAN: The project work will be completed during the period starting 6/01/2023 and ending 10/31/2023.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$2,320.00	\$8,000.00	\$0.00	\$0.00	\$10,320.00
Travel	\$0.00	\$0.00	\$700.00	\$0.00	\$700.00
Equipment	\$0.00	\$0.00	\$2,250.00	\$0.00	\$2,250.00
Supplies/Materials	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$2,320.00	\$8,000.00	\$4,450.00	\$0.00	\$14,770.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$301.60				\$301.60
Total	\$2,621.60	\$8,000.00	\$4,450.00	\$0.00	\$15,071.60
Total Project Value:					\$15,071.60

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 70.47%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 29.53%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Rangeland Management Specialist - GS9		\$464.00	5.00	\$2,320.00
Non-Standard Calculation				
Total Salaries/Labor				\$2,320.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Non-Standard Calculation				
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Non-Standard Calculation				
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Non-Standard Calculation				
Total Supplies/Materials				\$0.00

Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total

Non-Standard Calculation

Total Printing				\$0.00
-----------------------	--	--	--	---------------

Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total

Non-Standard Calculation

Total Other				\$0.00
--------------------	--	--	--	---------------

Subtotal Direct Costs

\$2,320.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	\$2,320.00			\$301.60

Total FS Overhead Costs				\$301.60
--------------------------------	--	--	--	-----------------

TOTAL COST

\$2,621.60

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Hours		Total
Gunnison County Applicators		\$117.65	68.00		\$8,000.00

Non-Standard Calculation

Total Salaries/Labor	\$8,000.00
-----------------------------	-------------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Printing					\$0.00
----------------	--	--	--	--	--------

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Other					\$0.00
-------------	--	--	--	--	--------

Subtotal Direct Costs	\$8,000.00
------------------------------	-------------------

Cooperator Indirect Costs					
---------------------------	--	--	--	--	--

Current Overhead Rate	Subtotal Direct Costs			Total
	\$8,000.00			\$0.00

Total Coop. Indirect Costs				\$0.00
----------------------------	--	--	--	--------

TOTAL COST	\$8,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
-----------------	--	----------	-----------	--	-------

Non-Standard Calculation

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
----------------	-----------	-----------	------------	--	-------

Travel - fuel to & from treatment sites		\$40.00	17.50		\$700.00
-----------------------------------------	--	---------	-------	--	----------

Non-Standard Calculation

Total Travel	\$700.00
---------------------	-----------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
--------------------	------------	----------	-----------	--	-------

Weed Control Equipment - hoses, nozzles, pumps, backpack sprayers, etc.		\$250.00	9.00		\$2,250.00
-------------------------------------------------------------------------	--	----------	------	--	------------

Non-Standard Calculation

Total Equipment	\$2,250.00
------------------------	-------------------

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
--------------------	--	------------	-----------	--	-------

Herbicide, Surfactants, Blue Dye		15.00	\$100.00		\$1,500.00
----------------------------------	--	-------	----------	--	------------

Non-Standard Calculation

Total Supplies/Materials	\$1,500.00
---------------------------------	-------------------

Printing

Standard Calculation					
		# of Units	Cost/Unit		Total

Non-Standard Calculation

Total Printing					\$0.00
-----------------------	--	--	--	--	---------------

Other Expenses

Standard Calculation					
		# of Units	Cost/Unit		Total

Non-Standard Calculation

Total Other					\$0.00
--------------------	--	--	--	--	---------------

Subtotal Direct Costs	\$4,450.00
------------------------------	-------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$4,450.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$4,450.00
-------------------	-------------------

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; Lots 9, 10 and 11, Chair Mountain Ran

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Lots 9,10 & 11, Chair Mountain Subdivision, Filing 2

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 4.27.23

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 4/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 5/2/2023



Date: April 19, 2023

RE: Lot Cluster

Chad and Danielle Weaber have applied to cluster lots 9,10, and 11 Chair Mountain Ranch Subdivision, Filing 2.

- Taxes are current
- Lender approved
- HOA approved
- Utility company approved

The County Attorney's office has deemed the application legally sufficient for your review.

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-22-00063

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development



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 Chad Weaber
(Owner)

Danielle Weaber
(Owner)

(Owner)

(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Lots 9, 10, and 11 Chair Mountain Ranch Subdivision, Filing 2, according to the Plat thereof recorded on September 19, 1978 at Reception No. 330975, in the real property records of Gunnison County, Colorado.

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

- 2. 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: _____

Date: _____ **Owner**

Date: _____ **Owner**

Date: 9/9/2022 _____ **Owner**
Lee Sitterley
Mortgage or Lien Holder

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____
 by _____ (Owner/s).

Witness my hand and official seal.
 My Commission expires: _____

 Notary Public
 Address:

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF Crawford)

On this, the 9th day of September 2020, before me, Lee Sitterly, the undersigned officer, personally appeared in person, who acknowledged himself to be the AVP Support Services of BSI Financial, a corporation, and that he as such authorized being authorized to do so, executed foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as AVP Support Services

In witness whereof, I hereunto set my hand and official seals.

Commonwealth of Pennsylvania - Notary Seal
Dorothy Jane Barker, Notary Public
Crawford County
My commission expires February 20, 2024
Commission number 1366294
Member, Pennsylvania Association of Notaries

Dorothy Jane Barker
(Seal) Title of Officer

Jonathan Houck
Chairperson

Roland Mason
Vice-Chairperson

Elizabeth Smith
Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

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

CERTIFICATION OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN by these presents that: KELLY LYON AND JEANETTE LYON, being owners of the following described property situate in Gunnison County, Colorado; have by these presents laid out, platted and subdivided, streets, easements, and lots as shown hereon under the name of CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2, and do hereby dedicate to Chair Mountain Ranch Homeowners' Association Filing No. 2, a Colorado non-profit corporation, all such streets, easements and public ways shown, including improvements thereon; and do further state that this Subdivision shall be subject to protective covenants filed and recorded for this Subdivision in the office of the Clerk and Recorder of Gunnison County, Colorado as Document No. 33,975;

A tract of land located in the NE 1/4, Section 7, Township 11 South, Range 88 West of the Sixth Principal Meridian containing a total of 16.8156 acres, more or less (15.973 acres, more or less, excluding dedicated roadways), more particularly described as follows:

Commencing at the West Quarter Corner of said Section 7, thence along the East-West centerline of said Section 7 S. 89°54'00" E. 1825.51 feet to a point in the existing centerline of Crystal River, the True Point of Beginning; thence continuing along said Section centerline S. 89°54'00" E. 818.11 feet to the center of said Section 7, thence S. 01°10'05" W. 1312.37 feet to the S. 1/16 corner of said Section 7; thence N. 89°54'00" W. 180.04 feet to a point in the existing centerline of Crystal River; thence along said river centerline N. 72°33'08" W. 64.20 feet; thence along said river centerline S. 89°45'30" W. 75.66 feet; thence along said river centerline N. 70°20'03" W. 71.30 feet; thence along said river centerline N. 29°07'30" W. 128.20 feet; thence along said river centerline N. 32°59'16" W. 68.99 feet; thence along said river centerline N. 15°23'00" W. 60.15 feet; thence along said river centerline N. 22°43'14" W. 61.18 feet; thence along said river centerline N. 22°25'58" W. 101.51 feet; thence along said river centerline N. 06°35'09" W. 101.66 feet; thence along said river centerline N. 08°14'56" E. 408.78 feet; thence along said river centerline N. 04°27'24" W. 41.21 feet; thence along said river centerline N. 23°09'09" W. 127.27 feet; thence along said river centerline N. 51°52'28" W. 156.08 feet; thence along said river centerline N. 37°06'13" W. 165.71 feet to the True Point of Beginning.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 11th day of September, A.D., 1978.

Kelly Lyon, 202 1/2, Carbondale, CO 81623

Jeanette Lyon, Box 52, Carbondale, CO. 81623

NOTARY'S ACKNOWLEDGMENT:

The foregoing instrument was acknowledged before me this 11th day of September, A.D., 1978 by:

Kelly Lyon and Jeanette Lyon

My commission expires: July 22, 1981

Notary Public

ATTORNEY'S OPINION:

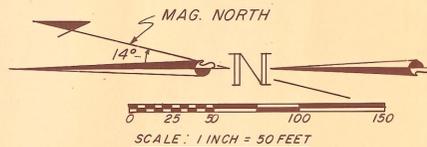
I, Wm. D. Jochems, being an attorney-at-law duly licensed to practice in the State of Colorado before courts of record, do hereby certify that I have examined the title to all lands herein dedicated and shown upon this plat and that title to such land is in the dedicant free and clear of all liens, taxes and encumbrances, except as follows:

general property taxes for 1978

Dated this 11th day of September, A.D. 1978.

William D. Jochems, Attorney at Law

NOTE: There is reserved a 15 foot utility and access easement around each lot. Rectangles shown in dashed lines are sewer system leach fields (300 sq. ft. for each lot) installed within utility easements by developer, with 1000 gallon concrete tanks (one per lot) to be installed by owner, as per County sanitation regulations. Electrical service will be provided by overhead lines installed by developer within utility easements adjacent to road, with underground connections to each lot to be installed by owner.

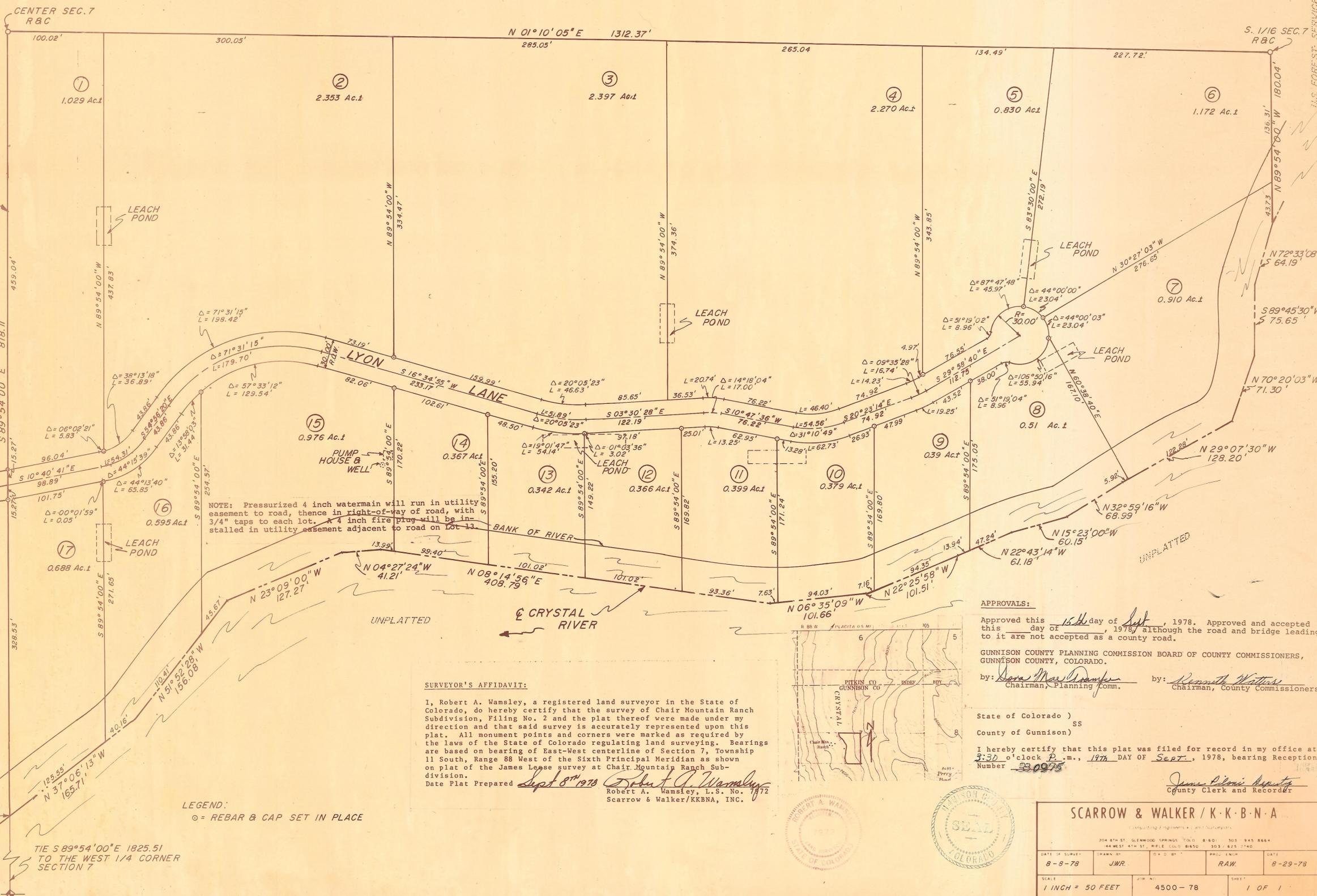


FINAL MAP OF CHAIR MOUNTAIN RANCH SUBDIVISION

FILING NO. 2

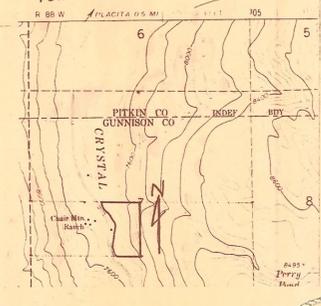
SITUATED IN THE N.E. 1/4 S.W. 1/4 OF SEC. 7, T. 11 S., R. 88 W. OF THE 6TH P.M. GUNNISON COUNTY, COLORADO.

U.S. FOREST SERVICE



APPROVALS: Approved this 15th day of Sept, 1978. Approved and accepted this day of Sept, 1978, although the road and bridge leading to it are not accepted as a county road. GUNNISON COUNTY PLANNING COMMISSION BOARD OF COUNTY COMMISSIONERS, GUNNISON COUNTY, COLORADO. by: Sara Mae Dummer, Chairman, Planning Comm. by: Kenneth Wetmore, Chairman, County Commissioners. State of Colorado) SS County of Gunnison) I hereby certify that this plat was filed for record in my office at 3:30 o'clock P.M., 1978 DAY OF Sept, 1978, bearing Reception Number 33,975. James Poloni, County Clerk and Recorder

SURVEYOR'S AFFIDAVIT: I, Robert A. Wamsley, a registered land surveyor in the State of Colorado, do hereby certify that the survey of Chair Mountain Ranch Subdivision, Filing No. 2 and the plat thereof were made under my direction and that said survey is accurately represented upon this plat. All monument points and corners were marked as required by the laws of the State of Colorado regulating land surveying. Bearings are based on bearing of East-West centerline of Section 7, Township 11 South, Range 88 West of the Sixth Principal Meridian as shown on plat of the James Lease survey at Chair Mountain Ranch Subdivision. Date Plat Prepared Sept 8th 1978 Robert A. Wamsley, L.S. No. 1972 Scarrow & Walker/KRBNA, INC.



SCARROW & WALKER / K-K-B-N-A Consulting Engineers & Land Surveyors 204 8TH ST. GLENWOOD SPRINGS, CO. 81601 303 945 8864 44 WEST 4TH ST. RIFLE, CO. 81650 303 825 7740 DATE OF SURVEY: 8-8-78 DRAWN BY: JWR. CHECKED BY: RAW. PROD. ENGR: RAW. DATE: 8-29-78 SCALE: 1 INCH = 50 FEET SHEET: 4500-78 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Discussion and Possible Action on Authorizing ATV,

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the four resolutions that were approved in 2021 and 2022 - for your reference in discussing possible continued use on a certain portion of CR #3 near Marble.

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/25/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 5/2/2023



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-12

A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV,
OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and



WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

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

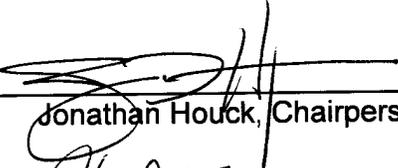
1. Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

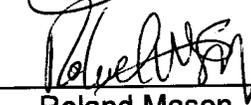
2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect until midnight Mountain Time December 31, 2021, as which point this Resolution shall expire and no longer remain in effect.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

By 
Roland Mason, Vice Chairperson

By 
Elizabeth Smith, Commissioner



ATTEST:

Melanie Ballig
Deputy County Clerk





BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21- 44

A RESOLUTION TEMPORARILY EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL JANUARY 4, 2022

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 sunsets and expires on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and



WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue until at least early next year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and extended to remain in full force and effect until midnight Mountain Time January 4, 2022, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and



2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time January 4, 2022.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 21st day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By [Signature]
Jonathan Houck, Chairperson

By [Signature]
Roland Mason, Vice Chairperson

By _____
Elizabeth Smith, Commissioner

ATTEST:

[Signature]
Deputy County Clerk



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 21-12

**A RESOLUTION REPEALING RESOLUTION NO. 18-14 AND AUTHORIZING ATV,
OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3**

WHEREAS, the Board understands that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and



WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles at that location;

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

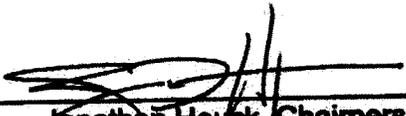
1. Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, shall be and hereby is repealed and rescinded; and

2. Use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect until midnight Mountain Time December 31, 2021, as which point this Resolution shall expire and no longer remain in effect.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

By 
Roland Mason, Vice Chairperson

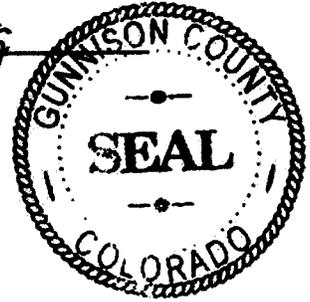
By 
Elizabeth Smith, Commissioner





ATTEST:

Melanie Bellis
Deputy County Clerk





BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-1

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL MAY 3, 2022

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 authorized use of ATVs, OHVs and UTVs on a certain portion of County Road #3 a/k/a Marble Road; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, authorizing use of ATVs, OHVs and UTVs on a certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and



WHEREAS, upon any expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue into this year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022;

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12;

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and further extended to remain in full force and



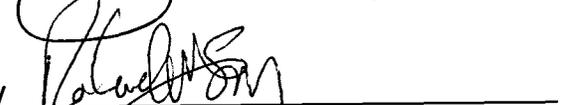
effect until midnight Mountain Time May 3, 2022, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time May 3, 2022.

INTRODUCED by Commissioner Roland Mason, seconded by Commissioner Elizabeth Smith, and adopted this 4th day of January, 2022.

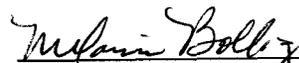
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

By 
Roland Mason, Vice Chairperson

By 
Elizabeth Smith, Commissioner

ATTEST:


Deputy County Clerk





BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 22-20

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL JANUARY 3, 2023

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues



surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon any expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue into this year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022;

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12;

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;



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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and further extended to remain in full force and effect until midnight Mountain Time January 3, 2023, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time January 3, 2023.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 3rd day of May, 2022.

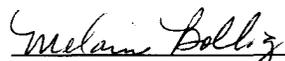
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By 
Jonathan Houck, Chairperson

By 
Roland Mason, Vice Chairperson

By 
Elizabeth Smith, Commissioner

ATTEST:


Deputy County Clerk



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 23-_____

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY
ROAD #3 UNTIL _____, 2023

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon the final expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue for the time being so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, on May 3, 2022, the Board adopted Resolution No. 22-20, extending Resolution No. 21-12 until January 3, 2023; and

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles

and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended to be in full force and effect until midnight Mountain Time _____, 2023, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and shall be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time _____, 2023.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 2nd day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Laura Puckett Daniels, Commissioner

By _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy County Clerk