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**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA – REVISION #1**

**DATE:** Tuesday, February 20, 2024

**Page 1 of 2**

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

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

8:30 am

- Call to Order; Agenda Review
- Minutes Approval
  1. October 13, 2023 Special Meeting
  2. October 17, 2023 Regular Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Gunnison County Metropolitan Recreation District (MetRec); Derrick Nehrenberg
  2. 2024-2025 Veterans Assistant Grant Application; Colorado Department of Military and Veteran Affairs
  3. Amendment to Intergovernmental Agreement for Winter Road Maintenance; Town of Pitkin; November 1, 2023 to May 31, 2024
  4. Acknowledgement of the Gunnison Basin Sage-grouse Strategic Committee Appointments; Colorado Parks and Wildlife; Nathan Seward as a Regular Member and Brandon Diamond as an Alternate Member
  5. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Town of Crested Butte; Ian Billick
  6. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Nomination; Crested Butte Mountain Resort; Steven Duke
  7. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Nomination; Gunnison County Stockgrowers Association, Inc.; Steve Guerrieri
  8. Contract Amendment #3; Department of Health Care Policy and Financing; Contract number 2021CMIP026; Contract Expiration Date June 30, 2024; \$82,899.31
  9. Colorado Parks and Wildlife; Impact Assistance Grant Application; \$15,199.95
  10. Colorado Department of Human Services; Family First Transition Act Funds Application; Gunnison County Juvenile Services; \$249,726
  11. Intergovernmental Agreement Exchange of Road Maintenance Responsibilities; County of Montrose; 2024-2026
  12. Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project
  13. Submittal Letter for Application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program; US Department of Transportation
  14. Support of Application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program; US Department of Transportation
  15. Acknowledgement of County Manager's Signature; Mutual Release and Settlement Agreement; Blue Mesa Baptist Church and Bryon Roberts
  16. Contract for Services, Memorandum of Agreement, Community Non-Profits; Town of Mt. Crested Butte and Gunnison County Substance Abuse Prevention Project; January 1, 2024 to December 31, 2024; \$4,000
  17. Gunnison Conservation District; County Aid Agreement; January 1, 2024 to December 31, 2024; \$8000
  18. Gunnison Country Food Pantry County Aid Agreement; January 1, 2024 to December 31, 2024; \$12,000
  19. Project Hope of Gunnison Valley; County Aid Agreement; January 1, 2024 to December 31, 2024; \$10,500
  20. Safe Ride of Gunnison, Inc; County Aid Agreement; January 1, 2024 to December 31, 2024; \$4,000
  21. Six Points Evaluation and Training, Inc; County Aid Agreement; January 1, 2024 to December 31, 2024; \$12,000

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA – REVISION #1**

**DATE:** Tuesday, February 20, 2024

**Page 2 of 2**

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

22. Gunnison Valley Animal Welfare League; County Aid Agreement; January 1, 2024 to December 31, 2024; \$10,500
23. Gunnison Valley Health Foundation; County Aid Agreement; January 1, 2024 to December 31, 2024; \$11,500
24. Acknowledgement of County Manager Signature; KLJ Engineering; Professional Service Agreement; February 16, 2024 to December 31, 2024; \$60,850

8:35 am

- County Manager's Reports

8:45 am

- Vouchers and Transfers
- Treasurer's Report

8:50 am

- A Resolution of the Board of County Commissioners of Gunnison County, Colorado Pertaining to Open Fire Bans and the Imposition of Fire Restriction Stages and Exemptions

8:55 am

- **DELETED:** ~~Gunnison Valley Land Preservation Fund Grant Agreement; \$150,000~~
- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

**ZOOM MEETING DETAILS:**

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

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+12532158782,,82753657556#,,,,\*471302# US (Tacoma)

+13462487799,,82753657556#,,,,\*471302# US (Houston)

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

---

**Agenda Item:** Gunnison County Board of County Commissioners Spec

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft 10/13/2023 meeting minutes are attached for consideration.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

**Submitter's Email Address:** khaase@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: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/20/2024

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

---

**Agenda Item:** Gunnison County Board of County Commissioners Regu

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The draft 10/17/2023 BOCC meeting minutes are attached for consideration.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/20/2024

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
October 17, 2023**

The October 17, 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  
Elizabeth Smith, Vice-Chairperson  
Laura Puckett Daniels, Commissioner

Matthew Birnie, County Manager  
Katherine Haase, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

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

**CONSENT AGENDA:**

1. Approval for Alcohol Beverage License #05-07972-0000; Gunnison Golf Club Inc dba Dos Rios Golf & Country Club; 12/31/2023 - 12/31/2024. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the liquor license for Dos Rios Golf & Country Club, as presented. Motion carried unanimously.

**ADJOURN:** Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

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

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

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

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

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

1. Approval for Agreement to receive Epidemiology and Laboratory Capacity (ELC) 2.1 Grant; Colorado Department of Public Health and Environment (CDPHE); Gunnison County Health and Human Services (HHS); to receive CDC and EDC funding support for the transition from COVID-19 pandemic response to routine operation; 8/01/2023 – 4/30/2024
2. Acknowledgment of County Manager's signature; Application to Colorado Department of Public Health and Environment's Office of Public Health Practice, Planning, and Local Partnerships; Gunnison County Health and Human Services; To build local public health capacity on behalf of the West Central Public Health Partnership
3. Approval for National Council on Aging (NCOA) Benefit Enrollment Grant Application; funds to support the Gunnison County HHS Senior Resource team in enrolling Medicare beneficiaries for Core benefits; \$25,000
4. Approval for Colorado Department of Public Health and Environment's annual Colorado Local Public Health Agency Indirect Cost Negotiation Agreement; for allowable indirect costs on 2024 CDPHE grant contracts
5. Approval for a 2023 City Grant Application; Gunnison Hinsdale Early Childhood Council (ECC) and Multicultural Resource Office; for early childhood workforce support to help increase the availability of childcare in the area; \$14,000
6. Approval for a Preventive Block Grant Statement of Work with Colorado Department of Public Health and Environment's Office of Public Health Practice, Planning, and Local Partnerships; Gunnison County Department of Health and Human Services; to renew a Purchase Order with CDPHE on behalf of the West Central Public Health Partnership; for fiscal year 2024; \$45,000
7. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order 2024\*0701, and Contract Amendment #1; Gunnison County Health and Human Services; to advance Colorado's public health workforce capacity; 7/01/2023 - 11/30/2027; \$246,450 with a no cost amendment to update the Statement of Work, Budget and Federal Provisions

**COUNTY MANAGER'S REPORTS:**

1. Gunnison County Safe Streets & Roads For All (SS4A) Action Planning Grant. CM Birnie requested authority to execute the document because it is due before the next regular meeting. Assistant County Manager for Public Works Martin Schmidt was present for discussion and noted that there was unanimous agreement from the people involved in the interview process to move forward with the contract. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to authorize the County Manager to sign the contractor agreement once it is ready. Motion carried unanimously.

**TREASURER'S MONTHLY REPORT:** County Treasurer Debbie Dunbar presented the September 2023 Treasurer's report and a Quarterly Interest Report for Jul-Sep 2023 for discussion and acceptance. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to accept the Treasurer's Report and accept the Chair's signature. Motion carried unanimously.

**VOUCHERS AND TRANSFERS APPROVAL:** Chief Financial Officer Perry Solheim presented the voucher approval report dated October 17, 2023 and the cash transfer authorization dated September 2023 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of \$2,302,531.20. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of \$5,151,215.71. Motion carried unanimously.

**APPROVAL FOR A TOWNHOME PLAT; HAVERLY TOWNHOMES, LOTS 43, 44, 45, BLOCK 4, CRESTED BUTTE SOUTH, SECOND FILING; HAVERLY LLC, APPLICANT; LUC-23-00041:** Planner Rachael Blondy presented this request, and the Board expressed no concerns. Approval for the plat would result in each townhome having their own lot. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the townhome plat for Haverly Townhomes, Lots 43, 44, 45, in LUC-23-00041 and authorize the Chair's signature on the plat. Motion carried unanimously.

**APPROVAL FOR FIVE (5) GUNNISON VALLEY LAND PRESERVATION FUND GRANT AGREEMENTS; GUNNISON RANGLAND CONSERVATION LEGACY:** Geographic Information Services Manager Mike Pelletier and Gunnison Ranchland Conservation Legacy Executive Director Stacy McPhail were present for discussion. The GVLPA Board approved funding for these projects in June. Any grant funding received would cover transaction costs for conservation easements.

1. Big Spring Ranch Conservation Easement; \$113,553. This 213-acre piece of land is in Powderhorn. It has irrigated ground in sage grouse habitat. It includes some grazing areas, as well as several greenhouses and grow operations that support three different businesses in Gunnison County.
2. Dancing Sunshine Farm Conservation Easement; \$110,101. This 203-acre piece of land is also in Powderhorn. There is good, irrigated ground in an area that has historically been totally agriculturally based.
3. Hummingbird Ranch Conservation Easement; \$112,357. This 148-acre piece of land is in the far north area of Gunnison County. It is very scenic with a lot of irrigated ground and big game habitat.
4. Lazy 3 Ranch Conservation Easement; \$131,500. This 915-acre piece of land was historically part of the Esty Ranch. This is potentially a stand-alone agricultural operation, in sage-grouse habitat with creeks running through it.
5. TLC Ranch Conservation Easement; \$115,071. These 1,227 acres are in the upper Ohio Creek valley. There is big-game habitat, water resources, irrigated meadows, and heavy dense timber that provides wildlife protection.

The Board expressed appreciation for the diversity of projects and geographic areas, valuable land preservation, and all the hard work on the part of landowners and staff. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve five Gunnison Valley Land Preservation Funds Grant Agreements as follows: Big Spring Ranch Conservation Easement for \$113,533; Dancing Sunshine Farm Conservation Easement in the amount of \$110,101; Hummingbird Ranch Conservation Easement for \$112,357; Lazy 3 Ranch Conservation Easement for \$131,500; and TLC Ranch Conservation Easement in the amount of \$115,071. Motion carried unanimously.

**APPROVAL FOR GUNNISON COUNTY TO PARTICIPATE AS A COOPERATING AGENCY; BLM UNCOMPAHGRE FIELD OFFICE PLAN AMENDMENT; RESPONSE DEADLINE NOVEMBER 3, 2023:** Commissioner Houck explained that Gunnison County was offered to join as a cooperating agency, and that good management of satellite Gunnison Sage-grouse populations is important. Commissioner Puckett Daniels and Commissioner Smith both agreed that Gunnison County should move forward with obtaining the cooperating agency status. CA Hoyt stated that Gunnison County has a major stake in this issue and should agree to become a cooperating agency. Further, he suggested that the Board designate a member to act on behalf of the Board throughout the process. Commissioner Smith suggested that Commissioner Houck be designated since his work with the Gunnison Sage-grouse RMPA overlaps with this issue, and Commissioner Houck agreed. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Gunnison County participating as a cooperating agency with the BLM Uncompahgre Field Office Plan Amendment and to appoint Jonathan (Houck) as the Board's representation in that process. Motion carried unanimously.

**APPROVAL FOR A MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE ROCKY MOUNTAIN REGION, GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS, AND GUNNISON COUNTY, COLORADO AS A COOPERATING AGENCY; FOR COORDINATING AND COOPERATING IN THE COMPLETION OF AN ENVIRONMENTAL ANALYSIS AS REQUIRED BY THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA), FOR THE THOMPSON DIVIDE WITHDRAWAL PROJECT.** CA Hoyt stated that approval of this MOU would allow Gunnison County to act as a cooperating agency in this process. An important consideration for Federal agencies throughout this process will be to evaluate any economic

impacts to local economies impacted by mineral withdrawal, and Gunnison County has experience in these types of situations. He also suggested that the Board designate Commissioner Houck as the one with authority to act on behalf of the Board, with the understanding that Commissioner Houck and CA Hoyt will report back to the full Board as the process continues. Commissioner Puckett Daniels noted that protecting Mt. Emmons from future mining has been a longstanding community value, so she felt it would be important to participate in this process. Commissioner Smith also confirmed her support for approving the MOU. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the MOU between the US Department of Ag, Forest Service Rocky Mountain Region, GMUG and Gunnison County as a cooperating agency for coordinating and cooperating in the completion of an environmental analysis as required by the NEPA act for the Thompson Divide Withdrawal Project. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to clarify that we designate Jonathan (Houck) to be the point person for those activities. Motion carried unanimously.

**UNSCHEDULED PUBLIC COMMENT:**

1. Andrew Fraser; Paintbrush Apartments. Mr. Fraser expressed frustration to the Board about Gatesco, which manages Paintbrush Apartments. He feels that he has been overpaying rent for the two years that he has lived at Paintbrush, and he has recently received a letter stating that he no longer qualifies for the housing and has 60 days to vacate. Also, the lease indicates that laundry facilities should be provided, and Gatesco has yet to provide that amenity. CM Birnie stated that the County is aware of the situation and is working on an audit and a pause while we determine how the County can help with the situation. CM Birnie also indicated that it appears that management mistakes resulted in some renters being overcharged while others were undercharged.
2. Daniel Brown; Paintbrush Apartments. Mr. Brown stated that his family was among the first to move into Paintbrush and they have also received a letter from Gatesco stating that they must vacate their unit by 11/30. He asked for help and stated that his family will have nowhere to relocate to if they are forced to leave Paintbrush. Commissioner Houck restated that the County is working on the issue and that the Board would be entering an executive session later in the day to discuss the issue with legal counsel.

**COMMISSIONER ITEMS:**

**Commissioner Smith**

1. Food Pantry Grand Opening. Commissioner Smith attended this event last week, and she noted that the operation is impressive.
2. Little Blue Highway Project. Commissioner Smith met with a representative from CDOT last week to discuss this project. She relayed the community's frustration with the length of the project, and she was told that the contractor is losing \$11,000/daily. Work will continue until mid-December, and then it will resume in mid-March to the end of May of next year.
3. Mayors & Managers Meeting. Commissioner Smith and Juvenile Services Director Kari Commerford gave a presentation on opioid mitigation in Gunnison County and across the region during the recent meeting. She felt that attendees found the presentation very informative.
4. Counties & Commissioners Acting Together (CCAT). Commissioner Smith stated that CCAT is discussing short-term rental legislation and advocacy issues.
5. Colorado Counties, Inc. (CCI). Commissioner Smith stated that there will be six subgroups related to land use policies, and she asked the Commissioner Houck and Commissioner Puckett Daniels if they might be interested in participating. Commissioner Puckett Daniels expressed her desire to participate to represent Gunnison County.

**Commissioner Puckett Daniels:**

1. Housing. Commissioner Puckett Daniels stated that the Gunnison Valley Regional Housing Authority (GVRHA) approved a draft budget and IGA last week; CM Birnie will be given the draft IGA for comments. GVRHA Executive Director Andy Kadlec has consolidated the original IGA and amendments into one document. She also stated that the Housing Task Force held its second meeting last week with good attendance. An annual agenda and topic schedule has been created, and she will share that with the Board for their input and information.
2. Wildlife Transportation Alliance Summit. Commissioner Puckett Daniels reported that she is attending this summit, which is comprised of a combination of Colorado Parks and Wildlife and Colorado Department of Transportation. The purpose of the Summit is to discuss wildlife protection and mitigate the impacts of roads, traffic, and development so that our wildlife can continue to thrive as Colorado's population continues to expand.

**Commissioner Houck:**

1. Colorado Counties, Inc. (CCI). Commissioner Houck stated that CCI went through legislative priorities, and that the list is available through CCI. He advocated for the positions discussed by the Board during a previous meeting.
2. Former Governor Ritter. Commissioner Houck stated that he spent two days last week with the former Governor to discuss issues such as renewable energy issues. He was invited to participate along with other commissioners around Colorado.

- 3. Colorado Association of Libraries Annual Awards Ceremony. Commissioner Houck attended this event with Gunnison County Library Executive Director Drew Brookhart. During the event, Gunnison County and the Gunnison County Library District were presented with the Library Partnership of the Year Award. He noted that the collaboration between the County, State partners and the Library District to get the Library’s building project completed was highly praised.

**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: Moved** by Commissioner Houck, seconded by Commissioner Smith to enter into executive session pursuant to Colorado Revised Statute Section 24-6-402(4)(b) Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Tyzzler versus Gunnison County, Colorado Court of Appeals No. 22CA0681, Gunnison County District Court No. 2021CV30017. The participants will include the full Board, the County Attorney, and also the Assistant County Attorney, Hillary Seminick and Cathie Pagano from Community Development and the County Manager, Matthew Birnie. Motion carried unanimously.

The board went into executive session at 9:38 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

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

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

Chairperson Statement Regarding Executive Session

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

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

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

**Moved** by Chairperson Houck, seconded by Commissioner Smith to come out of executive session, we received legal advice from the Attorney’s Office, those in the executive session were consistent with those read into the record. Motion carried unanimously. The Board came out of executive session at 10:17 am. Commissioner Houck relayed the direction from the Board to staff. He thanked staff for providing legal advice and the contract to understand the legal ramifications of some suggested edits, and he said to move into the public process of a work session for Community and Economic Development to bring forward changes to the LUR to be followed by a public hearing before adoption of the LUR changes.

**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 THE AFFORDABLE HOUSING DEED RESTRICTION AT PAINTBRUSH APARTMENTS: Moved** by Commissioner Houck, seconded by Commissioner Smith to enter into executive session pursuant to Colorado Revised Statute Section 24-6-402(4)(b) Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to the affordable housing deed restrictions at Paintbrush Apartments. Participants will include the full Board of County Commissioners, the County Manager, County Attorney, Assistant County Attorney, and also John Cattles, Assistant County Manager for Facilities, Assistant County Manager Cathie Pagano for Community Development, and Chief Financial Officer Perry Solheim. Motion carried unanimously.

The board went into executive session at 10:18 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

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

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

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

Chairperson Statement Regarding Executive Session

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

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

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

**Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. Those involved in the executive session were read into the motion, we stayed on topic, and we were able to receive all the legal advice we needed. Motion carried unanimously. The Board came out of executive session at 10:47 am. Commissioner Houck thanked staff for, from a legal perspective, being able to understand the question that is trying to be answered around the deed restrictions at Paintbrush, for an update of the situation, and for being actively engaged in conversation with Gatesco. He stated that we all have a mutual goal of keeping people housed and to clarify and fulfill the mutually agreed upon terms of how deed restrictions work. The Board will continue to encourage staff to use the skills and tools they have been using to bring this to a good resolution, and he stated that the Board is fine with using all reasonable and necessary legal actions and authorities to keep people housed and ensure that all are fulfilling the duties that were agreed upon with the development of Paintbrush.

**ADJOURN:** Commissioner Houck adjourned the meeting at 10:49 am.

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

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

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

Minutes Prepared By:

\_\_\_\_\_  
Katherine Haase, Deputy County Clerk

Attest:

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

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 2/16/2024 thru 3/31/2024

## Board of County Commissioners

**1. BOCC Regular Meeting**

February 20, 2024, All Day @ BOCC Boardroom

**2. BOCC Work Session**

February 27, 2024, All Day @ BOCC Boardroom

**3. Gunnison County Board of Adjustment**

February 27, 2024, 1:30 PM @ Planning Commission Meeting Room

1:30 p.m. Call to order; determine quorum Approval of minutes from the February 8th, 2024 Board of Adjustments meeting  
Unscheduled citizens: A brief period in which the public is invited to make general comments or ask questions of the Board or Planning Staff about items which are not scheduled on the day's agenda.  
1:45 p.m. APPEAL-24-00003: Law of the Rockies representing McCloud Placer LLC: Appeal of 12/28/23 Notification of Violation of the International Building Code; Appeal of 1/11/24 Stop Order Pursuant to the Gunnison County Land Use Resolution. APPEAL-24-00002: Appeal CB So. POA Decision Lot 8, Blk 9, CB So. Filing 2: Susan Tyzzer, Craig Maestro, Norman Dumas, Rebecca J. Bell Dumas, and Andrew Tyzzer is appealing the Crested Butte South Property Owners Association Board of Directors Decision from January 10, 2024 on Lot 8, Block 9, Crested Butte South Filing 2.

**4. BOCC Regular Meeting**

March 5, 2024, All Day @ BOCC Boardroom

**5. Joint Public Hearing; Gunnison County Board of County Commissioners and Gunnison County Planning Commission**

March 7, 2024, 9:00 AM @ Planning Commission Meeting Room

Joint Public Hearing: LUC-23-00015 Minor Impact Review: Spezze Subdivision. The Applicant proposes to subdivide a 7.84-acre parcel (PID 3791-000-00-040) at 3528 CO-114 into two lots, 3-acre Lot 1 and 4.54-acre Lot 2. The Applicant proposes to conserve a 29.72-acre parcel (PID 3791-000-00-039) (Conservation Parcel) to the east of CO-114 with perpetual protective covenants, severing residential development rights and any potential future subdivision.

**6. Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort**

March 7, 2024, 12:00 PM - 1:30 PM

**7. BOCC Work Session**

March 12, 2024, All Day @ BOCC Boardroom

**8. BOCC Regular Meeting**

March 19, 2024, All Day @ BOCC Boardroom

**9. BOCC Work Session**

March 26, 2024, All Day @ BOCC Boardroom

## Gunnison County Organization

**1. Holiday - Washington's Birthday - Offices Closed**

February 19, 2024, All Day

## Gunnison-Hinsdale Board of Human Services

**1. Gunnison-Hinsdale Board of Human Services Meeting**

February 20, 2024, All Day @ BOCC Board Room

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

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**Agenda Item:** Acknowledgement of Sustainable Tourism and Outdoor

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

MetRec's appointment letter for the STOR Committee is attached.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/5/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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metrec

January 31, 2024

Gunnison Board of County Commissioners (BOCC)  
200 E. Virginia Ave  
Gunnison, CO 81230

Dear BOCC:

I'm writing on behalf of Gunnison County Metropolitan Recreation District, who'd like to nominate me as a Sustainable Tourism and Outdoor Recreation (STOR) Committee member to fill MetRec's standing STOR Committee seat for an additional three-year term.

MetRec has contributed to the Gunnison County Stewardship Fund every year since its inception. It has been actively involved in strategic planning and serving on strategic aim task committees.

The STOR Committee has achieved many positive tourism, recreation, and stewardship benefits for our community. MetRec would be delighted to help contribute to the STOR Committee's continued success.

MetRec appreciates your consideration.

Sincerely,

Derrick Nehrenberg  
Executive Director  
MetRec

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

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**Agenda Item:** 2024-2025 Veterans Assistant Grant Application; Co

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

**Parties to the Agreement:** Colorado Department of Military and Veterans Affairs

**Term Begins:** 7/1/2024

**Term Ends:**

**Grant Contract #:**

**Summary:**

Funding assistance for individual veterans to receive complementary and integrative health options, with the overall goal of increasing self-directed care, reducing perceived stress, and enhancing overall well-being. Emergency funds, mental health intervention funds, and whole health funds will be

**Fiscal Impact:** 29,800

**Submitted by:** Joni Reynolds

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/26/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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VETERANS ASSISTANCE GRANT  
COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

Applications due: March 01, 2024

Submit to: [grant.submission@dmva.state.co.us](mailto:grant.submission@dmva.state.co.us)

PLEASE READ ALL INSTRUCTIONS-Application instructions contain  
NEW INFORMATION

Questions?

Please contact [Lisa.Stamm@dmva.state.co.us](mailto:Lisa.Stamm@dmva.state.co.us)

## PROGRAM SUMMARY

The Veterans Assistance Grant (VAG) was established by the State General Assembly to provide services that enhance the health and well-being of veterans who live in Colorado. Formerly known as the One Year Grant, the VAG is funded through appropriations by the General Assembly.

In 2014, the grant program was established in the Colorado Statute, Section 28-5-712, C.R.S. to provide ongoing funding for the Veterans Assistance Grant Program through annual appropriations. These funds are to be used for services that increase over-all well-being, such as mental health services, family counseling, job training, employment, housing for homeless veterans and other types of assistance. Nonprofit organizations and governmental entities that serve Colorado veterans are eligible to apply for funds. Nonprofits must be in good standing with the Colorado Secretary of State and be recognized by the Internal Revenue Service as a 501(c) tax-exempt organization, other than a 501(c) 19 or 23. Nationally recognized veterans organizations should apply for the VTF grant.

The grant is administered by the Colorado Division of Veterans Affairs (Division) and the Department of Military and Veteran Affairs in consultation with the Colorado Board of Veterans Affairs (Board). The Division develops guidelines and standards including the form of application, criteria for identifying qualified applicants, criteria for selecting appropriate grantees, the term and amounts of grants awarded, and standards for determining the effectiveness of veterans programs that receive a Veterans Assistance Grant. A Grant Review Committee comprised of Division staff and Board members review applications and make funding recommendations. The Department of Military and Veterans Affairs approves and awards all grants.

The Division is responsible for administering the program within the statutory requirements and Department guidelines. Administration activities include processing applications, assisting with grant decisions, and providing management and oversight of all awarded grants.

## PURPOSE AND SCOPE

The overarching goal of the Veterans Assistance Grant is to support organizations in meeting community defined needs of veterans, ultimately resulting in improved health and well-being for veterans in the State of Colorado. The Department is especially interested in receiving applications from programs focused on a behavioral health approach.

The expected outcomes include enhanced self-sufficiency and economic stability, increased access to health and behavioral healthcare, stable housing and supportive services, increased food security, enhanced relationships and overall well-being.

## REQUIREMENTS

### Eligibility

The Veterans Assistance Grant is available to both nonprofit and governmental entities. Nonprofits must be in good standing with the Colorado Secretary of State and be recognized by the Internal Revenue Service as a 501(c) tax-exempt organization other than a 501(c) 19 or 23. Current (within 5 years) proof of non-profit status (determination or affirmation) must be included with the grant request.

### Programs and projects

Eligibility includes programs and projects located in Colorado that provide direct assistance to meet the needs of veterans and their dependents living in Colorado. Veterans whose character of service is other than Dishonorable are eligible for services under this program.

### Terms and limitations

An organization may apply for only one grant per funding cycle. An organization may not receive funding from both the VAG and Veterans Trust Fund (VTF) grant programs. Administrative costs including staff positions, overhead or indirect rates, construction or capital costs are not allowed. Memorials, club renovations, honor guards, and tributes to veterans are not included in the VAG grant program. Applicant organizations must directly provide services themselves; pass-through funding is not permitted. The maximum allowable grant award will be \$100,000, THIS INCLUDES PROGRAM COSTS. Grant funds cannot be used to supplant current funding **of existing activities. "Supplanting" is defined as replacing existing funds of a program or project with funds from this grant program.**

## Applications

Only one application per organization will be considered. Original, signed applications (NOT electronic signatures) must be received by 5:00pm March 1, 2024. *ONLY electronic submissions will be accepted.* Applications MUST be submitted to: [grant.submission@dmva.state.co.us](mailto:grant.submission@dmva.state.co.us) Applications submitted via mail will NOT be accepted. You are encouraged to set up receipt confirmation on your email. All of the required elements must be included utilizing provided templates, formats, and parameters. Applications must be complete and in compliance at the time of submission. Incomplete applications will not be considered. Required elements are:

- Application Form
- Program Detail Narrative
- Total Agency Operating Budget
- Budget that includes a Budget Narrative
- Pre-Award Questionnaire
- Proof of current and valid Nonprofit Status (IRS designation or affirmation letter)
- Current certificate of Good Standing with Secretary of State
- Current IRS form W-9 (signed and dated)
- NEW Submit your current policy and procedure on how your agency determines veteran need

Application materials should be submitted as two (2) attachments. Please see details for each attachment.

Questions may be referred to the Grant Administrator by phone at 720-628-1480 or by emailing [lisa.stamm@dmva.state.co.us](mailto:lisa.stamm@dmva.state.co.us).

## APPLICATION

Only complete applications received by the deadline of March 1, 2024 will be considered. The required forms for 2023-2024 VAG Grant are attached. Where forms are not required follow the format specifications.

Email to: [grant.submission@dmva.state.co.us](mailto:grant.submission@dmva.state.co.us)

*Mail delivery or Hand deliveries are not possible at this time and will not be accepted. Ensuring that applications are received by the grants office by the deadline is the responsibility of the applicant.*

- I. 2023-2024 VAG Grant Application Form *(form attached)*
  - a. Submit original copy of the entire grant application
  - b. Must include an original signature of the authorized representative
  
- II. Program Narrative *(guidelines attached)*
  - a. Use attached guidelines
  - b. Complete on a separate sheet
  - c. Keep statements brief while fully addressing each criterion
  - d. Lines must be double spaced
  - e. Use Times Roman 12-point font
  - f. Use one-inch margins
  - g. Use boldface type and/or all caps only for captions and headings
  - h. Use the provided headings and subcategories as outlined under the narrative guidelines

i.

### III. Program Costs

a. An applicant may ask for up to 10% of the project budget for program costs. Programmatic costs are directly tied to the delivery of the project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program. These expenses are directly related to the provision of program activities. Staffing expenses that are necessary to implement a project supported with the grant award, can be included. Allowable costs consist of the following:

1. Project Materials: Must be defined and requires invoices/receipts for payment
2. Program/staff salaries: Must submit all other funding and amounts to ensure there is no supplanting. Please describe how position was previously funded.
3. Equipment, under \$5,000.00
4. Supplies: Must be defined and requires invoices/receipts for payment
5. Travel: Must follow state travel rule- mileage rate and per diem- requires mileage/travel forms
6. Outreach: Must be clearly defined

Submit all items in I and II as one attachment labeled Attachment 1

IV. Appendix Documents

- a. Proof of current (within the last 5 years) Nonprofit Status (designation or affirmation letter from IRS)
- b. Copy of certificate of good standing with the Colorado Secretary of State
- c. Completed current IRS W9 Form with EIN number
- d. Pre-Award Assessment Form (*form attached*)
- e. *NEW Your agencies current policy and procedure on how veteran need is determined (eligibility requirements)*

Submit all Appendix documents as one attachment labeled Attachment 2

Do not submit any other documents

## EVALUATION

Initial screening of each application is performed by the **Division's grant administrator** to assess both eligibility and completeness. Ineligible and incomplete applications will be returned. Those that are eligible and complete will progress to evaluation.

Applications are evaluated by a committee comprised of the Division Director, Grant Administrator, and members of the Board. Participating Board members are appointed by the Board chairman. This group determines funding recommendations utilizing an objective scoring tool and considering both the monies available to allocate and geographic distribution factors. Scoring considerations are as follows:

- Need – considers the extent to which the applicant establishes the need for the specific services to be delivered through a discussion of:
  - the estimated numbers of veterans in the specified target area with the data source clearly identified,
  - existing service gaps which present a compelling need for services to be delivered,
  - estimated number of veterans in need of the services to be delivered (15 points)
- Local partnerships – considers the extent to which the applicant demonstrates partnerships or collaborative approaches, establishing linkages for a variety of services and eliminating duplication of efforts (10 Points)
- Number of veterans – considers the identified number of veterans (unduplicated) to be served as supported by the number of veterans in the target area, the level of services to be delivered, and the program budget (10 Points)
- NEW Underserved veterans- Explain how your program will reach out to underserved veterans within your area, specifically women veterans. Underserved Veteran populations consist of Native American Veterans, Women Veterans, Members of racial and ethnic minority groups, LGBTQ+ Veterans, and Aging Veterans. (5 points)

- Outcomes and effectiveness – considers the applicant’s **clearly identified** expected outcomes (expected changes) as a result of the project and measurable objectives including outputs (number to be served) (15 Points)
- Historical information on program effectiveness - considers quantitative information such as the number of veterans previously served by the organization as a whole and/or via the program or services identified in the application as well as qualitative **information regarding the program’s effectiveness** in achieving identified outcomes. (15 Points)
- Previous administrative performance – for existing grantees considers administrative performance including timeliness and compliance; for new grantees considers capability and history of services offered to veterans (10 Points)
- Budget appropriateness – considers whether the budget request is reasonable and appropriate for the services to be delivered, the outcomes expected and the number of veterans to be served (10 Points)
- Geographic distribution – considers applicants and veterans population served by mapping to ensure the broadest possible coverage of the state and to identify duplicate services in a given area or region (10 Points)
- Available funds – considers total funds available, total funds requested, the number of applications, the geographic distribution of applicants, and the number and types of programs in region

Applications scoring fewer than 60 points will not be considered. Funding recommendations and accompanying applications are forwarded to the Director of Veterans Affairs or their designee, a CBVA Board member or their designee, and the DMVA Grants Administrator for evaluation. Recommendations are forwarded to the Adjutant General for approval. The decision of the Adjutant General is final.

## GRANT AWARDS

Applications may be funded in full or part. Funding thresholds may be established based upon the following factors: Risk assessment, Previous Compliance or Utilization of Grant Funds, track record or Capacity for New grantees, and availability of funds. A Letter of Intent and grant agreements will specify any limitations placed on partial funding.

When an award has been granted the grantee organization will receive a letter of instruction (LOI) and terms and conditions of the agreement. These documents will be emailed to the authorized representative identified in the application. The grant agreement is a unilateral agreement. By signing and submitting an application, the applicant agrees to accept the terms and conditions if awarded. The grant Agreement document finalizes that agreement with specific terms. Expenses are not eligible for reimbursement prior to the date that the agreement is fully executed or 01 July, whichever is later.

The grantee will also receive a grant handbook that contains an explanation of VAG grant processes and procedures. The authorized representative, program contact and other involved individuals will be required to attend a grantee webinar training at the beginning of the grant period. Attendance is MANDATORY and funds will be frozen if the webinar training is not attended. Grantees must notify the Grant Administrator, in writing via an official letter any changes to the named individuals responsible for the grant.

Funds will be reimbursed when grantees have expended organizational funds for grant purposes. In most cases the grantee will utilize organizational funds and request reimbursement of those funds from the department after providing acceptable proof of expenditures. Grantees must submit back-up documentation for expenditures such as a copy of the check and corresponding invoice, bill or receipt. Reimbursements lacking proper back-up documentation will be denied.

Performance Progress Report Forms will be included in the grant agreement package. Regardless of the date the grant is awarded and funds dispersed, quarterly reports are due to the Department on October 15; January 15; April 15, and a close out report July 15. Reports must include number of veterans served, number of unduplicated veterans served,

the number of instances of services, average instances per individual, services provided, how they were served, measures of effectiveness, satisfaction survey data, accomplishments and successes, and a summary of all expenditures made during the reporting period. Any final requests for reimbursement of expenses must be received by the Department by June 20 of the grant agreement period.

2024-2025 VAG Grant Application Form

Legal Name of Organization:

DBA (if applicable):

Mailing Address (include physical address if different):

Phone:

Fax:

EIN:

Website:

Name of Authorized Representative:

Title of Authorized Representative:

Phone:

Email:

Program Contact (person responsible for the day to day operation of program or services to be funded):

Contact Title:

Phone:

Email:

Amount of Request

\$

Organization Information

Mission Statement:

Geographic Area Served (specific to this proposal):

(Briefly) Describe what the grant will be used for:

*By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge and indicates an agreement to accept the terms and conditions of the grant award.*

---

Typed Name of Authorized Representative/Title

---

Signature of Authorized Representative

Date

## 2024-2025 VAG GRANT APPLICATION NARRATIVE GUIDELINES

- I. Organization description
  - a. Identify the type of organization
  - b. Identify the veteran services provided
  
- II. Statement of need (15 Points)
  - a. Identify the specific need for this program or project as evidenced by the estimated number of veterans in the specific target area. Provide the data source (census data, VA estimates, previous utilization of services, Point in Time surveys or other data sources utilized to arrive at the number) and clearly identify the target area (city, county, region, statewide, etc.)
  - b. Identify existing service gaps, previous utilization of services, address any duplication of services by other providers, and any other data or information that establishes a compelling need
  
- III. Number of Veterans to Be Served (10 Points)
  - a. Identify the number of unduplicated veterans to be served as supported by the number of veterans in the target area, the level of services to be delivered, and the program budget.
  
- IV. NEW Underserved Veterans (5 Points)
  - a. Explain how your program will reach out to underserved veterans within your area, specifically women veterans. Underserved veteran populations consist of Native American Veterans, Women Veterans, Members of racial and ethnic minority groups, LGBTQ+ Veterans, and Aging Veterans.
  
- V. Local Partnerships (10 Points) - describe collaborative approaches and partnerships with County Veterans Services and other veteran service organizations to address the identified need without duplication of efforts

VI. Project Description/Program Effectiveness (15 Points)

- a. Explain the program or project including the issues and/or opportunity to be addressed
- b. Explain the activities and/or services to be delivered
- c. Identify the unduplicated number of veterans expected to be served
- d. Provide historical data on the number of veterans previously served

VII. Evaluation and outcomes (15 Points)

- a. Describe the impact/outcomes of the services, including measurable projections
- b. Identify the outputs/total number to be served
- c. Include a statement of willingness to participate in Division evaluation requirements
- d. If you are a current grantee, include cumulative survey data.**

VIII. Budget (10 Points)

- a. Include a Line Item Budget and Budget Narrative that clearly identifies estimated expenses, estimated numbers and purpose for funds.
- b. Identify any other sources of funding to be utilized for program (NARRATIVE)
- c. Provide overall agency budget (NARRATIVE)
- d. Describe how the budget request is appropriate for the services to be delivered, the outcomes expected and the number of veterans to be served. (NARRATIVE)

PLEASE NOTE: Previous administrative performance and program capability (10 Points) and Geographic Distribution (10 Points) are not part of the narrative questions.

2024-2025 VAG GRANT  
BUDGET AND BUDGET NARRATIVE EXAMPLE

Rent/Housing Assistance 20 Veterans @ \$1,000/each \$20,000

Assistance to veterans to remain housed and prevent homelessness

Each veteran is capped at a maximum of \$500

Second requests results in referral to Financial/Budgeting Program

Utility Assistance 30 Veterans @ \$100/each \$ 3,000

Assistance to veterans to pay arrears for gas and electric services, or purchase of propane or firewood. Assistance is capped at \$100

Second request results in referral to Financial/Budgeting Program

Food/Gas cards 50 Veterans @ \$50/each \$ 2,500

Purchase of food or gas cards for emergency assistance

Second requests result in referrals to Financial/Budgeting Program

Emergency Assistance 30 Veterans @ \$150/each \$ 4,500

Provide assistance for needs that are unanticipated

Program Costs

10% of program budget \$4,000.00

Office Assistant to assist veteran needs – please refer to budget narrative

Mental Health Therapy 25 Veterans @ \$100/session x 4 sessions \$10,000

For mental health therapy not available through the VA

Total Request \$44,000

## 2024-2025 VAG APPLICATION ATTACHMENTS

Include each attachment and provide in the order listed

### ATTACHMENT 1

#### 1. Program Narrative

Include all items listed I – VIII as identified in this application

#### 2. Line item budget with budget narrative

Include items listed in VIII as identified in this application including all expenses estimated for the program or project. Cost estimates must include the method of calculation. Explain the requested line items, including the specific purpose. If a request is for a vehicle, or piece of equipment which exceeds \$5,000 then an approved bid sheet must accompany the grant request. \*You may request up to 10% of your project budget for program costs. Programmatic costs are directly tied to the delivery of the project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program.

#### 3. Identify other sources of funding

Include all other revenue that will support this program or project and identify the funding source. \*\*\*Include overall agency budget.

### ATTACHMENT 2

#### 1. Current proof of federal tax-exempt status

Also called a Letter of Determination or Affirmation Letter from the IRS. This letter must be dated within the last five years.

#### 2. Certificate of Good Standing with Secretary of State

Include current certificate

3. Current IRS W-9 form

Also called Request for Taxpayer Identification Number and Certification. Must be dated and signed.

4. Pre-Award assessment form

8. NEW Policy regarding veteran eligibility and need

2024-2025 VAG APPLICATION CHECKLIST  
Please do not include in your application submission

The Veterans Assistance Grant application consists of the following components, which should be submitted in the order listed below. This checklist is provided to help ensure a complete proposal. This checklist does not need to be submitted with the proposal, it is for your use only.

ATTACHMENT # 1

- 2024-2025 VTF Grant Application Form
- Narrative: Use the parameters and guidelines in the instructions
- Budget: Line item budget and narrative-
- Other sources of funding that support the program or project- **INCLUDE OVERALL AGENCY BUDGET**

ATTACHMENT # 2

- Proof of IRS federal tax-exempt status dated within the last five years
- Current Certificate of Good Standing with Secretary of State
- Current W-9
- Pre-Award Questionnaire
- Policy regarding veteran need and eligibility

## APPLICATION TRAINING

Please check our website for application training dates and webinar link.

[Home | Department of Military and Veterans Affairs \(colorado.gov\)](#)

*\*\*\*Please plan to attend at least one training session. We will highlight all new information this year during our application training! Examples will be provided.*

For 1:1 application technical assistance, please contact Lisa Stamm for an appointment at:

[Lisa.Stamm@dmva.state.co.us](mailto:Lisa.Stamm@dmva.state.co.us)



# 2024-2025 VAG GRANT APPLICATION NARRATIVE

## I. Organization description

- a. Gunnison County Veteran Services (GCVS) is a county government effort to support and advocate for US military veterans' earned benefits which include whole health support services within the 5<sup>th</sup> largest county by geographic region in the state of Colorado.
- b. GCVS provides access to funded health and wellness interventions within the realm of whole health services as defined by the DVA. Each selected category of intervention is an evidence-based practice, promoted within the national VA healthcare system as well as the active duty wounded warrior programs. The goal is to model a rural community health program after the federal health care systems which military veterans and families are enculturated into while actively serving.

## II. Statement of need

- a. According to a combination of US Census and Dept of VA data, approximately 1000 military veterans reside within Gunnison County. Within the previous five years, approximately 280 military veterans annually have utilized local medical services within the Gunnison Valley Hospital system. Primary care, general surgery, physical therapy, dry needling, pain management, and case management services are the predominant health services utilized, limited by specialist and provider availability.

Currently, Gunnison County, like many counties across the state of Colorado, is facing a crisis of provider availability, combined with provider reduction in payment options for services. Multiple healthcare providers within Gunnison County are struggling to manage offices due to numerous societal factors which are prohibiting growth and enhanced service delivery. The relationships between the contracted VA referral providers and local physicians are tenuous at best.

- b. While the Grand Junction VA and Montrose CBOC are regionally available, the 90-minute drive (on average, one way) combined with weather can be entirely treacherous when attempting to seek healthcare. Road construction projects on Highway 50 also add to the struggle to seek direct DVA care. Heading eastbound is also lengthy and a physically arduous journey for many senior or low-income veterans. Mobile healthcare may fill specific, case by case care gaps, however it is difficult to solicit to the most vulnerable veterans who may also have unique healthcare education needs. Funding this grant effort will ensure the current and next generations of veterans residing within Gunnison County have the best fighting chance at true whole health education and equitable community health sources of strength. Healthcare starts at home and Gunnison County wants to ensure a strong foundation for veteran families.

### **III. Number of Veterans to Be Served**

- a. The VAG funding will assist the GCVSO in serving approximately 40-50 local veterans per year, based upon developing needs, societal challenges, and stigma surrounding the acceptance and use of state funding to care for oneself. The GCVSO routinely receives \$0.00 in funding from outside sources and the only other funding

source for veterans within the community is the Colorado Division of Veterans Affairs VSO stipend. On average, GCVS has routinely served 120 veterans per calendar year via casework, benefits education, or other adjunct services. With new funding allocations, the quality of these services can become more comprehensive which will contribute to enhancement in health and wellness support and education access.

#### **IV. Underserved Veterans**

- a. Targeting services towards reaching underserved veteran populations will be multifaceted and continuous. A female veteran “champion” within the Western Colorado University community will be identified to provide a female face for student veterans to interact with. Female veteran law enforcement officers, firefighters, and paramedics will be identified to provide additional word of mouth advertisement and feedback regarding effectiveness of VAG supported programming. Utilizing the first responder community as information dissemination focal points will help GCVS ensure that when a veteran is in crisis, appropriate information is disseminated in a timely manner. Bi-annual benefits and support programming presentations will be delivered to the Gunnison Senior Center and Western Colorado University student veterans.

#### **V. Local Partnerships**

- a. Local agencies available to assist within Gunnison County are aware and supportive of the Gunnison County Veteran’s Service officer and ready to assist with the promotion and access to these funds for the respective purposes listed throughout this funding request. The Gunnison Valley Healthcare system, Crested Butte Center for

The Arts, The Adaptive Sports Center of Crested Butte, Mountain Roots Community Food Project, Gunnison County Senior Care Center, Crested Butte State of Mind, as well as several individual health service providers are all willing and able to assist with filling health and wellness related service gaps created by rural living. Each respective provider is willing to refer veterans to Gunnison County Veteran Services to gain access to health and wellness scholarships. Hinsdale County VSO is also referring more regionally located veterans to GCVSO to access these services in the '24- '25 funding cycle due to proximity to the medical or other health care services in the region.

## **VI. Project Description/Program Effectiveness**

- a. Gunnison County Veteran Services is uniquely positioned as the single comprehensive veteran services provider in a mountainous rural area and works to serve approximately 120 veterans annually. GCVS are rapidly evolving as challenges in the veteran community evolve and staff can provide services. GCVS is also supporting Hinsdale County VSO via similar service offerings for FY 24-25. This partnership will improve service delivery over a larger area than ever before.
- b. Each selected category of health and wellness intervention is an evidence-based practice, promoted within the national VA healthcare system as well as the most current active duty wounded warrior programs. Peer reviewed research articles for reference will be made available at funders request. GCVS's goal is to model a rural community health program after the currently offered federal health care systems which military veterans and families are enculturated into while actively serving.

This is a cumulative but not exhaustive list of potential community supportive services and is subject to update as needs arise, and additional approval is granted by the state VAG administrator. Mental health, arts and humanities experiences, adaptive sports, yoga, gym memberships, massage, acupuncture/dry needling/physical therapy, senior care services, food security needs, automotive or transport related services, home repair/adaptive home equipment needs (when not covered by DVA), Urgent care visits, home health care assistance, hospital or other medical clinic visits including dental care. Emergency Fund: Case by case approval based solely upon verification of immediate financial need. Heating (energy), gas (vehicle or home), rental, and medical travel funds.

## **VII. Evaluation and outcomes**

- a. Each of the services provided by funding this application will serve to enhance the resiliency and strength of rural dwelling veterans more than 90 minutes away from VA services. The Dept of VA's highly publicized "Whole Health System" provides rural communities a model to increase access to mental and physical healthcare services as well as reduce substance use disorder, reduce negative interactions with local law enforcement and promote prosocial behaviors. Data will be collected via locally designed online surveys as well as the 10 item "Perceived Stress Scale" (Cohen, 1983), which will be issued to veterans upon access to services as well as follow-up periods of 90- and 180-days post intervention service. Trend analysis will occur quarterly to best target advertisement to the population and potentially adjust service delivery priorities with fluidity.

- b. Outputs will be measured in total served as well as unduplicated veteran's month over month. Each veteran will have case file created (VetraSpec) related to health and wellness access to ensure transparency of local veteran use of programs. GCVS's VAG goal is to serve approximately 5% of the total veteran population at any given timeframe. This accounts for the many veterans NOT seeking services over time as well as responsible use of VAG funds.
- c. Gunnison County Veteran Services will willingly participate in any evaluation efforts of the Colorado Division of Veteran Affairs. Gunnison County Veteran Services is eager to invite additional rural veteran intervention oversight to measure rural veteran community outcomes accurately.
- d. Current cumulative survey data demonstrates reductions in overall life stress for all recipients of VAG interventions as well as an increase in overall positive health outcomes. Veterans are reporting that they are informing their peers of the grant services after utilizing the services for themselves and report a high satisfaction rate. Veterans participating in the program report a reduction of hospital ER visits, conserving local resources within a county owned hospital system. Preventative healthcare service use has continuously increased within the veteran population due to the availability of VAG funding.

## **2024-2025 VAG GRANT BUDGET AND BUDGET NARRATIVE**

**For Gunnison County Veteran Services**

**TOTAL**

**Mental Health**

5 Veterans @ \$100/session x 10 sessions \$5,000

For mental health therapy not available through the VA

**Arts/Humanities**

5 Veterans @ \$500 each \$2,500

For therapeutic arts/humanities education/experience not available through VA

**Dental Care**

5 Veterans @ \$500 each \$2,500

For dental care not available through the VA

**Massage**

5 Veterans @ \$500 each \$2,500

For massage or bodywork not available through the VA

**Acupuncture/Dry Needling/PT services**

5 Veterans @ \$500 each \$2,500

For PT clinic services, dry needling/acupuncture not available through the VA

**Senior Services**

5 Veterans @ \$2,000 each \$10,000

For senior citizen health services provided in care facility not contracted by the VA

**Emergency Fund** 5 Veterans @ \$500/each \$2,500

Aid with emergent needs including travel, heating/energy bills or other one-time assistance needs. Second requests result in referral to Gunnison County HHS for further financial counseling and assistance.

**Program Costs**

Equipment – Printer paper and printer ink for office	\$300
Outreach/Marketing costs – print newspaper (\$400 x 5 weeks estimated), geotargeted online advertising, 1 year worth	\$2,000

<b>Total Request</b>	<b>\$29,800</b>
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All health and wellness scholarship funding support opportunities are authorized on a case-by-case basis upon consultation with the GCVSO and involved allied health providers or referring agencies. Further, all health scholarship funds are exchanged via check or county credit card, delivered via GCVSO, upon concurrence of GCVSO and service provider.

2024-2025 VAG Grant Application Form

Legal Name of Organization:

DBA (if applicable):

Mailing Address (include physical address if different):

Phone:

Fax:

EIN:

Website:

Name of Authorized Representative:

Title of Authorized Representative:

Phone:

Email:

Program Contact (person responsible for the day to day operation of program or services to be funded):

Contact Title:

Phone:

Email:

Amount of Request

\$

Organization Information

Mission Statement:

Geographic Area Served (specific to this proposal):

(Briefly) Describe what the grant will be used for:

*By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge and indicates an agreement to accept the terms and conditions of the grant award.*

---

Typed Name of Authorized Representative/Title

---

Signature of Authorized Representative

Date

# **Gunnison County Veteran Assistance Grant Policy: Health and Wellness Services for Military Veterans**

## **1. Policy Statement**

This policy aims to provide equitable access to health and wellness services for military veterans in Gunnison County, with a focus on those demonstrating the greatest need.

## **2. Eligibility Criteria**

### **2.1 Veteran Status Verification**

- Applicant must provide proof of military service (e.g., DD214 form).
- Discharge status must be other than dishonorable.

### **2.2 Needs Assessment**

- A comprehensive needs assessment will be conducted, including physical health, mental health, and socioeconomic factors.
- Priority will be given to veterans facing homelessness, mental health challenges, and those with disabilities.

### **2.3 Income and Asset Verification**

- Assets (excluding primary residence and one vehicle) must not exceed VA threshold for income/assets.

## **3. Services Offered**

### **3.1 Health Services**

- Access to medical, dental, mental health care, or other wellness supportive services.
- Counseling and therapy sessions, including PTSD support.

### **3.2 Human Services**

- Housing assistance and emergency shelter provisions.
- Job training and employment assistance.
- Access or funding for food/nutritional assistance programs.

## **4. Application Process**

### **4.1 Application Submission**

- Applications can be submitted online, via mail, or in person at Gunnison County health & Human Services office or American Legion Hut, Gunnison Post 54.

### **4.2 Documentation**

- Required documentation includes proof of military service, income verification, and any other relevant records.

### **4.3 Processing Time**

- Applications will be processed within 2 days of submission.

## **5. Appeals Process**

- Applicants may appeal decisions within 60 days.
- The appeals process will be overseen by a designated county official.

## 6. Confidentiality

- All applicant information will be kept confidential and used solely for the purpose of this program. All applicant information is subject to HIPPA law and policy.

## 7. Monitoring and Evaluation

- The policy will be reviewed annually to assess effectiveness and make necessary adjustments.

## 8. Non-Discrimination Clause

### 8.1 Commitment to Inclusivity and Equity

- This policy is founded on the principles of fairness, respect, and dignity for all veterans, recognizing the diversity of their experiences and backgrounds.

### 8.2 Scope of Non-Discrimination

- Services and assistance provided under this policy will be available to all eligible veterans regardless of race, color, national origin, age, disability, sex, gender identity, sexual orientation, religion, marital status, familial status, genetic information, or any other characteristic protected under applicable federal, state, or local law.

### 8.3 Accessibility

- Efforts will be made to ensure that all services are accessible to veterans with disabilities. This includes physical accessibility of facilities and reasonable accommodations in services and communication methods.
- Language translation and interpretation services will be provided as necessary to ensure meaningful access to non-English speaking veterans.

### 8.4 Cultural Competence

- Staff and volunteers involved in administering services will receive training in cultural competence to better understand and respond to the diverse needs of the veteran population.
- Specific attention will be given to understanding the unique experiences of minority, LGBTQ+, female veterans, and other underrepresented groups.

### 8.5 Complaint Procedure

- A clear and accessible complaint procedure will be established for veterans who believe they have been subjected to discrimination.
- Complaints will be thoroughly investigated, and appropriate actions will be taken to address valid concerns.

### 8.6 Continuous Monitoring and Improvement

- The policy's effectiveness in promoting non-discrimination will be regularly monitored and evaluated.
- Feedback from veterans and advocacy groups will be actively sought to inform improvements in policy and practice.

### 8.7 Collaboration with Community and Veteran Organizations

- The county will collaborate with local community groups and veteran organizations to ensure that the policy reflects the needs and experiences of all segments of the veteran community.

- These collaborations will aim to foster an inclusive environment and broaden the reach of the services provided.

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

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**Agenda Item:** Amendment to Intergovernmental Agreement for Winter Road Maintenance; Town of Pitkin; November 1, 2023 to May 31, 2024

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

**Parties to the Agreement:** Town of Pitkin

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This document continues a formal arrangement for snow removal between the County and the Town. It is for the winter of 2023-2024. There are no changes from previous agreements.

**Fiscal Impact:**

**Submitted by:** MARTIN SCHMIDT

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/26/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/20/2024

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**INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT made effective on this 6TH day of NOVEMBER, 2018, between the **TOWN OF PITKIN, STATE OF COLORADO**, who shall hereinafter be referred to as "Town of Pitkin" and the **COUNTY OF GUNNISON, STATE OF COLORADO**, who shall hereinafter be referred to as "Gunnison County," both of which entities are political subdivision of the State of Colorado.

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS**, the Town of Pitkin and Gunnison County desire to enter into an Intergovernmental Agreement to provide for the performance by Gunnison County of winter snow removal and/or plowing on certain streets located within the incorporated Town of Pitkin; and

**WHEREAS**, the Town of Pitkin and Gunnison County deems such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE**, the Town of Pitkin and Gunnison County in consideration of the agreements and covenants set forth herein; do hereby enter into this Agreement for the provision of winter road maintenance services:

**SECTION I  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2018 to May 31, 2019, unless otherwise terminated in accordance with Section III below. This Agreement may be extended for the terms of November 1, 2019 to May 31, 2020 and November 1, 2020 to May 31, 2021 upon agreement by both parties.

**SECTION II  
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

Gunnison County shall perform winter snow removal and/or plowing maintenance for the Town of Pitkin only as follows:

1. Gunnison County Public Works Department will provide basic winter maintenance as follows:

The truck equipped with a plow/sander will plow the asphalt portion of Main Street as part of his initial run on Quartz Creek Road (CR#76).

A motor grader will plow only the Pitkin town streets, identified as plow routes, and marked in yellow as shown on Exhibit A., incorporated herein.

2. Streets plowed with a motor grader equipped with a wing will be plowed and widened to the extent possible on the day of the storm. The arrival time of the motor grader will be consistent with plow times in recent years. Streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on other primary roads within the unincorporated County.
3. Mailboxes will not be plowed or shoveled by Gunnison County.
4. No roads in the Town of Pitkin will be sanded per their request.
5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or her designee.

### **SECTION III PAYMENT FOR WINTER MAINTENANCE**

The Town of Pitkin, beginning on January 1, 2018, will reimburse the County in an amount equivalent to the County sales tax municipal shareback, which is approximately \$6,000 per year. The Town of Pitkin acknowledges that such payment may not reimburse Gunnison County for its total expenses in the performance of the work.

### **SECTION IV RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES**

The Town of Pitkin and Gunnison County specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison County to perform any general road maintenance on the streets in Pitkin other than the snow removal and/or plowing contemplated hereunder. Further, it is understood and agreed that Gunnison County shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing and that the Town of Pitkin shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

### **SECTION V INDEMNIFICATION**

Nothing in this Agreement is, or shall be construed to be, a waiver by Gunnison County or The Town of Pitkin of governmental immunity. It is expressly agreed that, the Town of Pitkin shall defend, by an attorney of Gunnison County's choice, indemnify and hold harmless Gunnison County, its officials and employees from all claims, causes of action on litigation that may arise, directly or indirectly, from Gunnison County's obligations or work under this Agreement.

**SECTION VI  
RECORDS**

Gunnison County shall maintain records of the time and equipment spent on performing the snow removal and/or plowing services described in this Agreement. Such records shall be available to the Town of Pitkin upon request.

**SECTION VII  
NON-ASSIGNABILITY**

Neither party hereto shall assign, sublet or transfer this Agreement nor any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

**SECTION VIII  
BINDING EFFECT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX  
AMENDMENTS**

Any and all modifications or alternations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION X  
TERMINATION**

It is understood and agreed by and between the Town of Pitkin and Gunnison County that is Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

APPROVED on November 8th, 2018 by the Gunnison County Board of County Commissioners.

ATTEST:

Elizabeth Mense  
Deputy Clerk



COUNTY OF GUNNISON  
STATE OF COLORADO

Phil Chamberland, Chairperson

APPROVED on 11/12/18, 2018 by the Pitkin Town Council.

ATTEST:

[Signature]  
Town Clerk

[Signature]  
Mayor

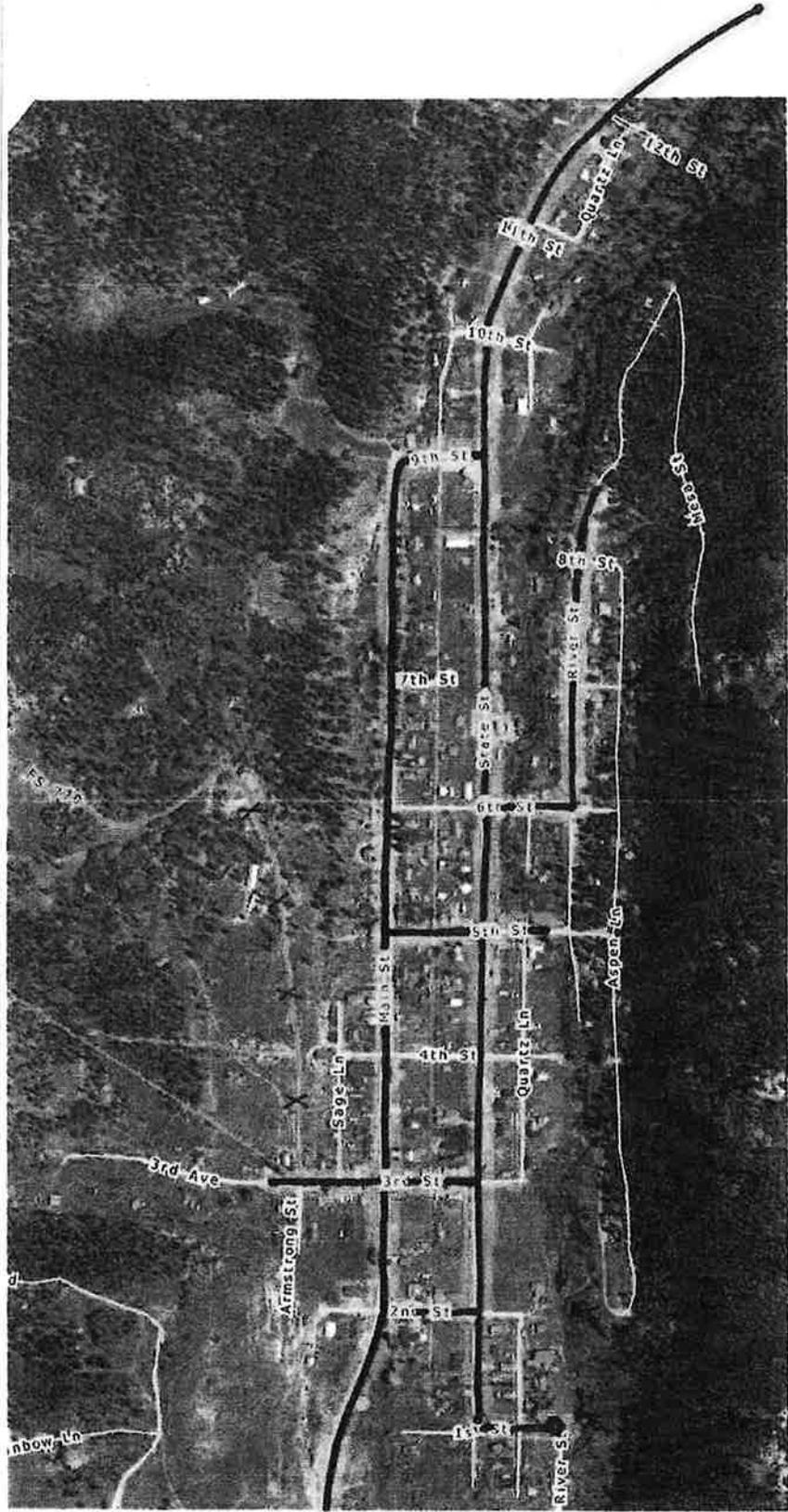
# Town of Pitkin

= Plow Routes

10/23/2017

Disclaimers: The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all disclaimers necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, easements, or public right of ways.

Scale = 1:6100



**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
WINTER ROAD MAINTENANCE**

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Amendment")** modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF PITKIN, STATE OF COLORADO** (hereinafter "Town of Pitkin") and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter "Gunnison County"), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 ("Agreement").

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Pitkin do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

**SECTION 1  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be for a period of seven months from November 1, 2023 to May 31, 2024, unless otherwise terminated in accordance with Section X below.

Section 1 of the Agreement is hereby amended as follows:

**SECTION 2  
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS**

5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or their designee.

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified. All other provisions of the Agreement shall remain the same.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Amendment.

**APPROVED** on \_\_\_\_\_, 2023 by the Gunnison County Board of County Commissioners.

**ATTEST:**

COUNTY OF GUNNISON  
STATE OF COLORADO

\_\_\_\_\_  
Deputy Clerk

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

**APPROVED** on 1/8/24, 2023 by the Pitkin Town Council.

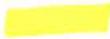
**ATTEST:**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Eddy Balch, Mayor



# Town of Pitkin

 = Plow Routes

Scale = 1:6100

Disclaimer: The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

10/23/2017



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

**Agenda Item:** Acknowledgement of the Gunnison Basin Sage-grouse

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached. Colorado Parks and Wildlife has appointed Nathan Seward as the regular member, and Brandon Diamond as the alternate member.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

**Submitter's Email Address:** khaase@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: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024



**COLORADO**

**Parks and Wildlife**

Department of Natural Resources

Gunnison Office  
300 W. New York  
Gunnison, CO 81230  
P 970.641.7060 | F 970.641.7883

January 19, 2024

Gunnison County  
Community Development Office  
221 N. Wisconsin St., Suite D  
Gunnison, CO 81230

RE: CPW Representation on the Gunnison Basin Sage-grouse Strategic Committee

Board of County Commissioners,

Colorado Parks and Wildlife appreciates Gunnison County's leadership and efforts to further CPW's mission of maintaining community conservation and a viable population of Gunnison sage-grouse for future generations.

Colorado Parks and Wildlife recommends that Nathan Seward continue to serve as the regular member and myself as the alternate for the 2024-26 term. This committee remains a priority, and I will continue to attend and support Nathan as needed.

Sincerely,

Brandon Diamond, Area 16 Wildlife Manager - Gunnison

Cc: Nathan Seward, Wildlife Conservation Biologist - Gunnison  
Jamin Grigg, Southwest Senior Terrestrial Biologist - Durango  
Kathy Griffin, Statewide Sage-grouse Conservation Coordinator – Grand Junction



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

---

**Agenda Item:** Acknowledgement of Sustainable Tourism and Outdoor

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached. The Town of Crested Butte would like Ian Billick to serve as the Town's representative of the STOR Committee for a three-year term.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

**Submitter's Email Address:** khaase@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: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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# Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

*-A National Historic District-*

Phone: (970) 349-5338  
FAX: (970) 349-6626  
[www.townofcrestedbutte.com](http://www.townofcrestedbutte.com)

February 6, 2024

Gunnison County Commissioners  
200 E Virginia Ave  
Gunnison, CO 81230

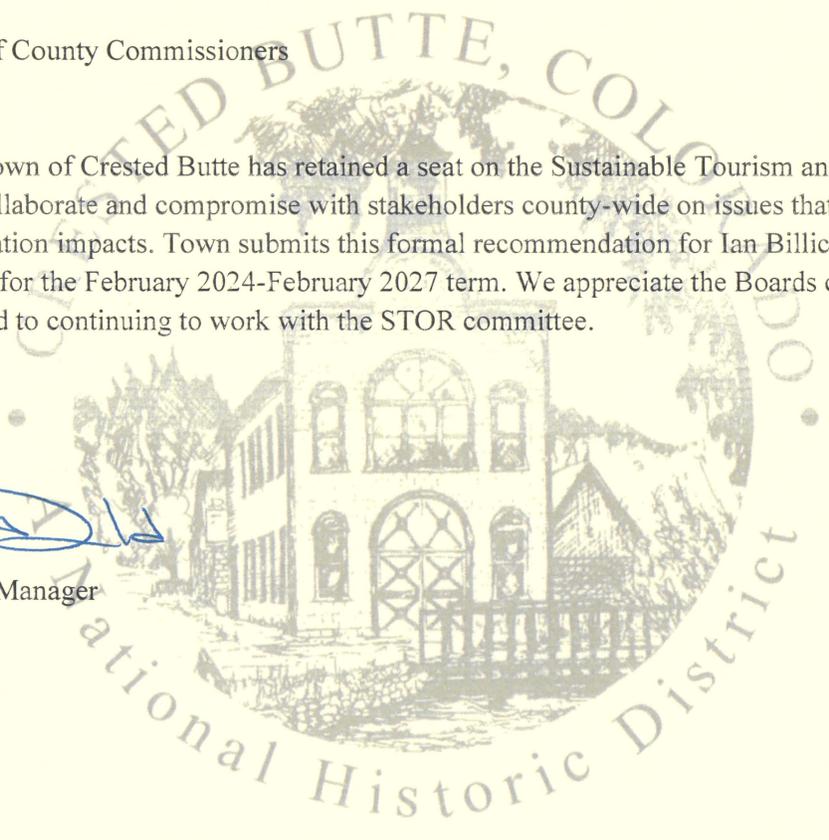
To the Gunnison Board of County Commissioners

Since its inception, the Town of Crested Butte has retained a seat on the Sustainable Tourism and Outdoor Recreation Committee (STOR) to collaborate and compromise with stakeholders county-wide on issues that arise from high levels of visitation and other recreation impacts. Town submits this formal recommendation for Ian Billick to serve as the Town Representative on STOR for the February 2024-February 2027 term. We appreciate the Boards consideration of this nominee and look forward to continuing to work with the STOR committee.

Sincerely,



Dara MacDonald, Town Manager



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

---

**Agenda Item:** Acknowledgement of Sustainable Tourism and Outdoor

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached. CBMR would like for Steven Duke to represent CBMR on the STOR Committee.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

**Submitter's Email Address:** khaase@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: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

---



January 22, 2024

Katherine Haase  
Gunnison County  
200 E. Virginia  
Gunnison, CO 81230

RE: STOR Committee Application – Nomination for Steven Duke

Dear Ms. Haase,

Please accept this nomination letter for Steven Duke to serve on the STOR Committee. Steve is the Director of Mountain Operations at Crested Butte Mountain Resort.

Please contact me directly if you have any questions. Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Tara".

Tara Schoedinger  
VP & GM, CBMR

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

---

**Agenda Item:** Acknowledgement of Sustainable Tourism and Outdoor

---

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached. The Stockgrowers Association would like Steve Guerrieri to represent their organization on the STOR Committee.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

**Submitter's Email Address:** khaase@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: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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Established 1894

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**GUNNISON COUNTY STOCKGROWERS ASSOCIATION, INC.**

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P.O. Box 1711 ♦ Gunnison, Colorado 81230

February 5, 2024

STOR Committee  
Kathryn Haase

Dear Kathryn,

The Gunnison County Stockgrowers met at their regular board meeting on Monday, February 5<sup>th</sup>, and voted unanimously to nominate Steve Guerrieri to represent our organization on the STOR committee. Steve is very knowledgeable about the agricultural industry and we are thankful for his expertise and willingness to represent the interests of our organization.

Thank you for your time and please reach out with any questions.

Respectfully submitted,

Pam Johnston  
Secretary/Treasurer  
Gunnison County Stockgrowers' Association

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

---

**Agenda Item:** Contract Amendment #3; Department of Health Care P

---

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

**Parties to the Agreement:** Colorado Health Care Policy & Finance

**Term Begins:** 7/1/2023

**Term Ends:**

**Grant Contract #:** 2021CMIP026

**Summary:**

Additional contract amendment for incentive funding for public assistance benefit (Medicaid, CHP+) enrollment and adjustments post end of Public Health Emergency

**Fiscal Impact:** Additional funding for HHS - Eligibility team

**Submitted by:** Joni Reynolds

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/9/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

## COVER PAGE

<b>State Agency</b> The Colorado Department of Health Care Policy and Financing	<b>Contract Number</b> 2021CMIP026		
<b>Contractor</b> Gunnison County	<b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2020		
<b>Contract Maximum Amount</b> Initial Term  <div style="text-align: right; margin-right: 100px;">           State Fiscal Year 2021                      \$18,509.67         </div>	<b>Initial Contract Expiration Date</b> June 30, 2021		
<b>Contract Authority</b> Authority to enter into this Contract exists in C.R.S. §25.5-1-101 et. seq. and 10 CCR 2505-10 et. seq.			
<b>Contract Purpose</b>  The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A – Statement of Work</li> <li>2. Exhibit B – Rates</li> <li>3. Exhibit C – Small, Medium and Large County List</li> <li>4. Exhibit D – Sample Option Letter</li> </ol> <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Colorado Special Provisions in §0 of the main body of this Contract.</li> <li>2. The provisions of the other sections of the main body of this Contract.</li> <li>3. Exhibit A, Statement of Work.</li> <li>4. Exhibit D, Sample Option Letter.</li> </ol>			
<b>Principal Representatives</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           For the State:            Joshua Montoya            Department of Healthcare Policy and Financing            Policy, Communications &amp; Administration Office            1570 Grant Street            Denver, CO 80203            Joshua.montoya@state.co.us         </td> <td style="width: 50%; vertical-align: top;">           For Contractor:            Joni Reynolds            Gunnison County            225 North Pine Street            Gunnison, CO            81230            jreynolds@gunnisoncounty.org         </td> </tr> </table>		For the State: Joshua Montoya Department of Healthcare Policy and Financing Policy, Communications & Administration Office 1570 Grant Street Denver, CO 80203 Joshua.montoya@state.co.us	For Contractor: Joni Reynolds Gunnison County 225 North Pine Street Gunnison, CO 81230 jreynolds@gunnisoncounty.org
For the State: Joshua Montoya Department of Healthcare Policy and Financing Policy, Communications & Administration Office 1570 Grant Street Denver, CO 80203 Joshua.montoya@state.co.us	For Contractor: Joni Reynolds Gunnison County 225 North Pine Street Gunnison, CO 81230 jreynolds@gunnisoncounty.org		

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p><b>CONTRACTOR</b> Gunnison County</p> <p>DocuSigned by: <i>Joni Reynolds</i> 16E71D46CCE9492...</p> <hr/> <p>By: <b>Joni Reynolds</b> 7/10/2020</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>KB</i> 0B6A84797EA8493...</p> <hr/> <p>By: Kim Bimestefer, Executive Director 7/10/2020</p> <p>Date: _____</p>
<p>2nd State or Contractor Signature if Needed</p> <hr/> <p>By: _____</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p>Assistant Attorney General</p> <p>Date: _____</p>
<p>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.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Greg Tanner</i> BBE0F4C030DC45C...</p> <p>By: _____ Health Care Policy and Financing 7/10/2020</p> <p>Effective Date: _____</p>	

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### 1. PARTIES

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

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

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

#### B. Initial Term

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

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

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an

“Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

E. End of Term Extension

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

F. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if

this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"End of Term Extension"** means the time period defined in §2.D.
- H. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- I. **"Exhibits"** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- J. **"Extension Term"** means the time period defined in §2.C.
- K. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.”

- L. “**Initial Term**” means the time period defined in §2.B.
- M. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- N. “**PCI**” means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- O. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- P. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- Q. “**Services**” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- R. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- S. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- V. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- W. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

#### 4. **STATEMENT OF WORK**

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

#### 5. **PAYMENTS TO CONTRACTOR**

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

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor’s maximum local share paid.

##### B. **Payment Procedures**

###### i. **Payment**

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System.

###### ii. **Payment Disputes**

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

###### iii. **Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become

unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

## **6. REPORTING - NOTIFICATION**

### **A. Litigation Reporting**

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

## **7. CONTRACTOR RECORDS**

### **A. Maintenance**

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

### **B. Inspection**

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

### **C. Monitoring**

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

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior

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. Data Protection and Handling

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

E. Safeguarding PII

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

## 9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

## 10. INSURANCE

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

A. Contractor Insurance

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

B. Subcontractor Requirements

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. Deny Payment

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

b. Intellectual Property

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

B. Contractor's Remedies

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

**13. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

**14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

## 15. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at

assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved

in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

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

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

**18. ADDITIONAL GENERAL PROVISIONS**

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634

Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>
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The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

- i. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract.
- ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and

minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending \$500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.00.

C. Debarment and Suspension

- i. If this is a covered transaction or the Contract amount exceeds \$100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.
- iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- iv. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.
- v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed \$100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A..

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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

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

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

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

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

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

**C. GOVERNMENTAL IMMUNITY.**

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

**D. COMPLIANCE WITH LAW.**

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

**E. CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

**F. PROHIBITED TERMS.**

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

**G. SOFTWARE PIRACY PROHIBITION.**

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

## EXHIBIT A, STATEMENT OF WORK

### 1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
  - 1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.32.
  - 1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.33.
  - 1.1.4. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
  - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
  - 1.1.7. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.
  - 1.1.8. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
  - 1.1.9. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
  - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
  - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
  - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
  - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.20. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.
- 1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.
- 1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.25. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.
  - 1.1.25.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.25.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.26. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.27. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

- 1.1.28. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.30. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

**2. COUNTY DETERMINATIONS**

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

**3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

- 3.1. Systems Utilized to Determine Compliance
  - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards.
  - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
  - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
  - 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.
  - 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor’s compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance

- 3.2.1. To fulfill the requirements in Exhibit A Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
- 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

**4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Eligibility Performance Incentive Standard
  - 4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
    - 4.2.1.1. Timeliness of Determinations and Redeterminations
      - 4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
      - 4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
      - 4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations
        - 4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.
        - 4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor’s performance over the entire six-month Reporting Period.
    - 4.2.1.2. Backlogged Determinations and Redeterminations
      - 4.2.1.2.1. The Contractor’s Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:
      - 4.2.1.2.2. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤280
	Medium	≤28
	Small	≤10

- 4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor’s amount of Backlogged Determinations for each month of each Reporting Period.
- 4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.
- 4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor’s amount of Backlogged Redeterminations for each month of each Reporting Period.
- 4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.
- 4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.
- 4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged
- 4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination

is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.3. Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.

4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.

4.2.1.4. Timeliness of Case Maintenance and Disenrollment

4.2.1.4.1. The Contractor shall process changes in a member’s circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor’s disenrollments within fifteen (15) calendar days.

4.2.1.4.1.1. Processing and Timeframes for a Member’s Change in Circumstances

4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.

4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member’s change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.

4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.

4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.

4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.

- 4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.
- 4.2.1.4.1.2. Timely Disenrollments
  - 4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.
  - 4.2.1.4.1.3. Determining Compliance for Timely Disenrollments
    - 4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.
    - 4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.
    - 4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.
- 4.2.2. Small County and Sample Size Exceptions
  - 4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18) or fewer Untimely Determinations and Untimely Redeterminations during that Reporting Period.
  - 4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.
  - 4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.
  - 4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.
- 4.2.3. Exemptions for Unusual Circumstances
  - 4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

- 4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.
- 4.2.3.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.
- 4.3. Exceptional Eligibility Performance Incentive Standard
  - 4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
  - 4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.
- 4.4. Training and Quality Performance Incentive Standard
  - 4.4.1. The Contractor may earn the Training and Quality Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of Contractor CBMS users with the security profile to update and authorize Medical Assistance cases complete the required number of training hours as described in section 4.4 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins during the fiscal year. The Contractor's staff that are subject to the Training requirement is described in section 4.4.1.1.
    - 4.4.1.1. Number of Training Hours and Staff Subject to Training Hours Requirement
      - 4.4.1.1.1. The Contractor's CBMS users shall be responsible for six (6) hours of training in the contractual period if the Contractor's staff has the security profile to update and authorize Medical Assistance cases as described in section 4.4.1.2.
      - 4.4.1.1.2. Contractor CBMS users outside of each county's human/social services agency that are granted security profiles to update and authorize Medical Assistance cases are also subject to the six (6) hours of training requirements, including related requirements mentioned in section 4.4.
      - 4.4.1.1.3. Contractor CBMS users with security profile to update and authorize Medical Assistance cases are only responsible to complete the approved six (6) hours of trainings provided by the Department and SDC for the Contractor of their primary employment. If the Contractor's staff is secondarily employed by another county,

then that staff shall not be responsible to complete the training requirement for the secondary employment.

4.4.1.2. Approved and Allowable Trainings

4.4.1.2.1. The six (6) hours of training shall be completed from the following Approved Training List:

4.4.1.2.1.1. Building and/or Expanding Foundations for MAGI, Non-MAGI and Long Term Care

4.4.1.2.1.2. CBMS Medical Assistance-specific Build Trainings (every other month)

4.4.1.2.1.3. SDC-released Medical Assistance trainings (months alternating CBMS Build Trainings)

4.4.1.2.1.4. Other trainings identified by the Department and SDC, which will be listed on the SDC's website

4.4.1.2.1.5. Contractor-developed trainings that follow the requirements in section 4.4.1.2.5

4.4.1.2.2. Trainings from the Approved Training List shall only be trained by SDC trainers or an SDC-certified county trainer using SDC-approved materials.

4.4.1.2.3. External trainings that are not delivered by SDC-certified trainers shall not be eligible for the Approved Training List and will not count towards the Training and Quality Performance Incentive Standard.

4.4.1.2.4. Contractors are not allowed to modify, update, or add language to the existing SDC-approved materials trained by an SDC-certified county trainer without prior approval from the Department and SDC, following the established training modification guidelines outlined within the SDC's Certified Trainer policies and materials (i.e. Red, Yellow, Green Light).

4.4.1.2.5. Contractor-developed trainings are eligible to count towards the total number of training hours if the Contractor-developed training is approved by the SDC prior the training being offered and the training is delivered by an SDC-certified trainer. Contractor-developed trainings must be approved by the SDC prior to offering the training to staff to ensure the training meets the standards outlined in section 4.4.

4.4.1.2.6. Contractor-developed eligible trainings' content must be specific to the improvement of Medical Assistance programs' initiatives including, but not limited to: program accuracy, timeliness, knowledge, skills and ability.

4.4.1.3. Training Completion Timeframes and Previously Completed Trainings

4.4.1.3.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.3.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year and as long as the course is still on the Approved Training List for the current fiscal year.

4.4.1.3.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.4.2.

4.4.1.4. Quarterly Quality Check Ins

- 4.4.1.4.1. To address ongoing quality issues with Medicaid eligibility determinations and redeterminations, the Contractor shall attend one hundred percent (100%) of scheduled meetings between Department and Contractor quality assurance, policy and processing staff. These scheduled meetings will occur once every calendar quarter for the fiscal year.
- 4.4.1.4.2. The Contractor shall identify the appropriate staff to participate in the Quarterly Quality Check Ins and will provide contact information to the Department for those identified staff no later than July 15, 2020.
- 4.4.1.4.3. The Quarterly Quality Check Ins shall include a standardized agenda which includes the following:
  - 4.4.1.4.3.1. Overall state audit data review, such as data provided by the Office of State Auditor (OSA), Office of Inspector General (OIG), Medicaid Eligibility Quality Control (MEQC) or Payment Error Rate Measurement (PERM), internal reviewers or other auditors
  - 4.4.1.4.3.2. Review of county-specific quality data, if available
  - 4.4.1.4.3.3. Review of performance data, metrics and dashboards, if available
  - 4.4.1.4.3.4. Review of Help Desk tickets submitted to identify training and/or process issues, if available
  - 4.4.1.4.3.5. Review of policy clarification requested from the Medicaid Eligibility Inbox, if available
  - 4.4.1.4.3.6. Discussion and review of the Contractor's Quality Assurance (QA) program, if one exists. If not, the Department may provide recommendations to implement an adequate QA program and processes
  - 4.4.1.4.3.7. Feedback Session that is open and encourages the Contractor to provide feedback on challenges and ongoing issues while providing solution-focused contributions to the Department
- 4.4.1.4.4. The Quarterly Quality Check Ins will be documented through a shared document between the Contractor and the Department. This document will also track attendance and action items to complete to ensure compliance with the Quarterly Quality Check In requirements.
- 4.4.1.5. Determining Compliance with the Training and Quality Performance Incentive Standard
  - 4.4.1.5.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training and Quality Performance Incentive Standard.
    - 4.4.1.5.1.1. After a Contractor-developed training has been approved by the SDC, the Contractor will follow the instructions from the SDC on how to appropriately add the approved course to the LMS and ensure the training hours count towards the Training and Quality Performance Incentive Standard.
  - 4.4.1.5.2. Trainings and courses re-taken shall be added into the LMS by selecting the "Request" feature (in lieu of "Launch") when registering for those courses. The record of completion reflecting the current date/time of the re-taken training or course will be reflected in the LMS.

- 4.4.1.5.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via the process described in section 4.4.1.4.2.
- 4.4.1.5.3. To determine compliance with the required number of training hours, the Department will pull data from CBMS on users with security profiles listed in section 4.4.1.1. A cross-comparison with the security profiles data pull from CBMS and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training and Quality Performance Incentive Standard.
- 4.4.1.5.4. To determine compliance with the required Quarterly Quality Check Ins, the Department will compile data on each Contractor's attendance. Failure to attend any one or more of the Quarterly Quality Check Ins will result in the Contractor being ineligible for a Training and Quality Performance Incentive Payment.
- 4.4.1.5.5. To be eligible for a Training and Quality Performance Incentive Payment, the Contractor must meet requirements in both sections 4.4.1.5.3 and 4.4.1.5.4.
- 4.4.2. BENCHMARKS: 75% of county CBMS users with security profiles listed in section 4.4.1. and 4.4.1.1 complete six (6) hours of training from the Approved Training List within the contract period as described in section 4.4.1.2 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins within the fiscal year as described in section 4.4.1.4.
- 4.5. Cybersecurity Performance Incentive Standard
  - 4.5.1. The Contractor may earn one Cybersecurity Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to cybersecurity standards and Remediation Plans for the Colorado Information Security Policies (CISP) as described in section 4.5. The Department will provide additional guidance through the HCPF Memo Series, which can be found on the [County Administration](#) website.
  - 4.5.2. Fiscal Year Deliverable
    - 4.5.2.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs identified by the Department as a priority. If the Contractor is not in compliance with those CISPs, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.
      - 4.5.2.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.
        - 4.5.2.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.
        - 4.5.2.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.
    - 4.5.3. DELIVERABLE: Completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.

#### 4.6. Continuous Eligibility Performance Incentive Standard

4.6.1. The Contractor may earn a Continuous Eligibility Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency as described in section 4.6.

4.6.1.1. Notification of end of continuous eligibility and COVID-19 public health emergency

4.6.1.1.1. Upon notification from the federal government that the continuous eligibility requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the ninety (90) calendar day period to redetermine eligibility for those members impacted by the continuous eligibility requirement.

4.6.1.2. Percentages of Medical Assistance members with a required redetermination of eligibility

4.6.1.2.1. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.2.2. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.3. Members who require a redetermination of eligibility

4.6.1.3.1. The Department will work with the CBMS contractor to redetermine eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to redetermine eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility redetermination within ninety (90) calendar days of the end of COVID-19 public health emergency.

4.6.1.4. Determining Compliance with the Continuous Eligibility benchmarks

4.6.1.4.1. The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.2. The Department will total the number of LTSS members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.3. To earn a Continuous Eligibility Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.6.1.2.

4.6.1.4.4. The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Eligibility Performance Incentive Standard.

- 4.6.2. BENCHMARKS: Redetermination benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a redetermination of eligibility due to the end of the COVID-19 public health emergency as described in section 4.6.

## 5. SEMI-ANNUAL REPORTING

- 5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis. The Contractor must submit documentation to [HCPFCountyRelations@state.co.us](mailto:HCPFCountyRelations@state.co.us), unless otherwise specified through the HCPF Memo Series.
- 5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:
- 5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.
- 5.1.1.1.2. DUE DATE: January 5, 2021
- 5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:
- 5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.
- 5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.1.2.3. DUE DATE: July 5, 2021

## 6. EXEMPTIONS

- 6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard
- 6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.
- 6.1.1.1. The Department will not include any Untimely Determinations and Untimely Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination and Untimely Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.
- 6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.
- 6.1.1.2.1. The Contractor cannot request exemptions for unusual circumstances based on staff vacancies and trainings, personnel or other related issues.
- 6.1.2. The Department may approve or reject any request for Untimely Determination and Untimely Redetermination exemptions and may limit the total number of exempted Untimely Determinations and Untimely Redeterminations for the Eligibility Performance Incentive Standard.

- 6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
  - 6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1 and 1.1.
  - 6.1.2.1.2. Failure of the Contractor to act on member verification that was submitted timely which was requested for a Determination or Redetermination.
  - 6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.
  - 6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.
  - 6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
  - 6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.
- 6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard
  - 6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.
    - 6.2.1.1. Training Performance Incentive Standard
    - 6.2.1.2. Cybersecurity Performance Incentive Standard
    - 6.2.1.3. Continuous Eligibility Performance Incentive Standard
  - 6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

## **7. NOTIFICATIONS**

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.
  - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

- 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.
  - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
  - 7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

## **8. DISPUTE RESOLUTION**

- 8.1. Opportunity and Timeframe for Dispute Resolution
  - 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
    - 8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
    - 8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
    - 8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2. Allowable Disputes
  - 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

- 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
  - 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
  - 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

### 8.3. Nonallowable Disputes

- 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
  - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
  - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
  - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
  - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.
- 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## 9. COMPENSATION

### 9.1. Compensation

#### 9.1.1. Performance Incentive Payment

- 9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:
  - 9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Incentive Payment and an Exceptional Eligibility Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

- 9.1.1.1.2. The Department shall pay the Contractor a Training and Quality Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4. The Department shall pay the Contractor a Continuous Eligibility Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
  - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
    - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
      - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
      - 9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training and Quality Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Continuous Eligibility Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
        - 9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.
    - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
  - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
    - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
    - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
    - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
  - 9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

- 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 9.2.4. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

**EXHIBIT B, RATES**

SFY 2020-21 Incentives Payment Table

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>Payment Amount</b>
Eligibility Performance Incentive Payment	15%	\$2,776.45
Exceptional Eligibility Performance Incentive Payment	5%	\$925.48
Continuous Eligibility Performance Incentive Payment	20%	\$3,701.93
Training and Quality Performance Incentive Payment	30%	\$5,552.90
Cybersecurity Performance Incentive Payment	30%	\$5,552.90
<b>Total Maximum Available for all Performance Incentive Payments</b>		<b>\$18,509.67</b>

## EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

### Small

Archuleta	Grand	Phillips
Baca	Gunnison	Pitkin
Bent	Hinsdale	Rio Blanco
Cheyenne	Jackson	Routt
Clear Creek	Kiowa	San Juan
Costilla	Kit Carson	San Miguel
Crowley	Lake	Sedgwick
Custer	Lincoln	Summit
Dolores	Mineral	Washington
Elbert	Ouray	Yuma
Gilpin	Park	

### Medium

Alamosa	Garfield	Morgan
Broomfield	Huerfano	Otero
Chaffee	La Plata	Prowers
Conejos	Las Animas	Rio Grande
Delta	Logan	Saguache
Douglas	Moffat	Teller
Eagle	Montezuma	
Fremont	Montrose	

### Large

Adams  
Arapahoe  
Boulder  
Denver  
El Paso  
Jefferson  
Larimer  
Mesa  
Pueblo  
Weld

**Exhibit D, Sample Option Letter**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
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	<b>Contract Performance Beginning Date</b> Month Day, Year
Total for All State Fiscal Years \$0.00	<b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

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

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>_____ By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p align="center">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 align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="center">Option Effective Date: _____</p>
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Contract Number	
P&C Specialist	

## Executive Director Contract Summary

<b>Program Contact</b>	Joshua Montoya	<b>Phone Ext</b>	303-866-2403
<b>ELT Member</b>	Rachel Reiter	<b>Type of Procurement</b>	Contract
<b>Contractor Name</b>	County departments of human/social services		
<b>Summary of Services Provided</b>	<p>Through this Contract, county departments of human/social services are held accountable through performance-based benchmarks and deliverable:</p> <ul style="list-style-type: none"> <li>• Eligibility Performance: timeliness of determinations and redeterminations, timeliness of LTSS determinations and redeterminations, backlogged determinations and redeterminations, timeliness of case maintenance and disenrollment;</li> <li>• Training and Quality: minimum amount of training hours, including audit trainings, and quality data review meetings;</li> <li>• Cybersecurity: Remediation Plans for the Colorado Information Security Policies;</li> <li>• Continuous Eligibility: ensuring 90% of cases requiring redetermination or documentation completed within 90 calendar days of end of COVID public health emergency</li> </ul>		
<b>Total Contract Amount (Include all SFYs)</b>	\$5,744,717.00 (split across all 64 counties)		
<b>For Amendments and Option Letters Only</b>			
<b>Modification Amount (the amount being added to the Contract in this modification)</b>			
<b>Key Modifications (What is changing in this modification)</b>			

(/)

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# eClearance Documents (https://cohcpf.sharepoint.com/eClearance/eClearanceDocuments) Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

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## Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

ClearanceType Contracts (Program Approvals After P&C R (https://cohcpf.sharepoint.com/eClearance/PageType=4&ListId={58d5a54a-ff6d-49985cf991a436ec}&ID=15&RootFolder=\*))

Originating Division Policy Communications and Administrator

Primary Contact Mulatu, Rahem (/eClearance/\_layouts/15/u)

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## Workflow History

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County Incentives Intergovernmental Agreement - Final (6-4-2020) (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/County Incentives Intergovernmental Agreement - Final (6-4-2020).docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	
Executive Director Contract Summary (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/Executive Director Contract Summary.docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	

## DEPARTMENT VALUES

Person-Centeredness • Accountability • Continuous Improvement • Employee Engagement • Integrity • Transparency

# CONTRACT AMENDMENT #3

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 2021CMIP026
<b>Contractor</b> Gunnison County	<b>Amendment Contract Number</b> 2021CMIP026A3
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2021                      \$18,509.67 Extension Terms State Fiscal Year 2022                      \$18,509.67 State Fiscal Year 2023                      \$24,420.22 State Fiscal Year 2024                      \$21,459.75 Total for All State Fiscal Years                      \$82,899.31	<b>Contract Performance Beginning Date</b> July 1, 2020  <b>Current Contract Expiration Date</b> June 30, 2024

### 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.

<b>CONTRACTOR</b> Gunnison County	<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing
By: _____  Date: _____	By: _____  Date: _____

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

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

By: \_\_\_\_\_  
 Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

B. Amendment Term<sup>4.3</sup>

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2024.

**4. PURPOSE**

The purpose of this Amendment is to create and revise performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes one new Performance Incentive and the removal of two other Performance Incentives.

**5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit A-1 STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit A-2, STATEMENT OF WORK, attached below. All references to Exhibit A and A-1 shall now reference Exhibit A-2.
- D. Exhibit B-1, RATES, is hereby deleted in its entirety and replaced with Exhibit B-2, RATES, attached below. All references to Exhibit B and B-1 shall now reference Exhibit B-2.

E. Exhibit D, Review Sample Size Exemption Process Flow, is hereby deleted in its entirety and replaced with Exhibit D-1, Review Sample Size Exemption Process Flow, attached below. All references to Exhibit D shall now reference Exhibit D-1.

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

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

## EXHIBIT A-2, STATEMENT OF WORK

### 1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant - An individual for whom the Contractor is performing a Medical Assistance Eligibility Determination.
  - 1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.
  - 1.1.3. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month = 93% until we reach 95%)
  - 1.1.4. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
  - 1.1.5. Call Center - A Call Center is defined as having one dedicated line for contacting the Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as 2 Contractor staff and as large as 100 or more Contractor staff answering calls.
  - 1.1.6. Child Health Plan *Plus* (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.
  - 1.1.7. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
  - 1.1.8. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.9. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.
  - 1.1.10. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.
  - 1.1.11. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
  - 1.1.12. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).

- 1.1.13. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
- 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
- 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.21. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.22. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2022-23 and will be issued as an attachment in Operational Memo.
- 1.1.23. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.
- 1.1.24. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.25. MCC – Health First Colorado Member Contact Center

- 1.1.26. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a Client.
- 1.1.27. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.28. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.29. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.30. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.31. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
  - 1.1.31.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.31.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.32. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.33. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.34. Status Report - a communication to the Contractor those details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.35. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance.
- 1.1.36. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment - Processing a change in a member’s circumstance resulting in disenrollment within fifteen (15) calendar days.
- 1.1.38. Timely Redetermination - Any Redetermination completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.39. Target - Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness)
- 1.1.40. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.41. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

- 1.1.42. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor and can produce insights that can help the Contractor create a stronger customer experience.

## **2. COUNTY DETERMINATIONS**

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's County, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

### **3.1. Systems Utilized to Determine Compliance**

- 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's County, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's County, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive, and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor shall utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether the Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track the Contractor's compliance with Customer Service Incentive Performance standard.

### **3.2. Communications Utilized to Determine Compliance**

- 3.2.1. The Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in Exhibit A Statement of Work thereby enabling Contractor to earn a Performance Incentive Payment.
- 3.2.2. The Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to the Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five calendar days from the date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five calendar days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

#### **4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

4.1. The Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, benchmarks and/or deliverables as outlined in each Performance Incentive Standard.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1. Accuracy targets are set based on the county size of the Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate

<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
<b>Large</b>	5.5%	N/A
<b>Medium</b>	6.6%	13.2%
<b>Small</b>	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
<b>Large</b>	17.9%	N/A
<b>Medium</b>	16.9%	20.9%
<b>Small</b>	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard

4.2.1.4.1. The Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and [HCPF Operational Memo \(OM\) 21-057](#), or whichever later Operational Memo supersedes OM 21-057, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure EQA case reviews are completed timely.

- 4.2.1.4.1.3. The Contractor must respond to the Department’s EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.
- 4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, the Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.
- 4.2.1.4.1.5. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month and sends the results to the County Directors and Board of County Commissioners.
- 4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards
  - 4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor’s performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether the Contractor met or exceeded the specified Accuracy target.
  - 4.2.1.5.2. The Department shall use the Contractor’s final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor’s Accuracy targets at the end of the fiscal year to determine if the Contractor’s actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.
- 4.2.1.6. Review Sample Size Exemptions
  - 4.2.1.6.1. If the Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.
  - 4.2.1.6.2. Definition of Review Sample Size
  - 4.2.1.6.3. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
    - i. Inaccurate Eligibility Rate and/or,
    - ii. Errors That Did Not Impact Eligibility.
  - 4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions
  - 4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:
    - 4.2.1.6.5.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews completed within the 12-month rolling average.
    - 4.2.1.6.5.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews completed within the 12-month rolling average.

- 4.2.1.6.6. Review Sample Size Exemption Process
- 4.2.1.6.6.1. The Department shall follow Exhibit D-1 for the Review Sample Size Exemption Process.
- 4.2.1.6.6.2. Definition of Similar Error(s)
- 4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and the same errors repeat in future months, the errors will be considered similar errors.
- 4.2.1.6.6.4. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
- 4.2.1.6.6.5. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.6.6.6. Notification of Review Sample Size Exemption
- 4.2.1.6.6.7. If the Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.8. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.9. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.
- 4.2.1.6.6.10. The Contractor shall submit any additional documentation requested for the exemption process to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) within ten (10) business days from the day of notification (Ticket Type = County Incentives).
- 4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.6.7.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.
- 4.2.2. BENCHMARKS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2
- 4.3. Performance Compliance Performance Incentive Standard

- 4.3.1. The Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when the Contractor meets at least three (3) out of the four (4) following benchmarks:
  - Application Timeliness of Determinations, 45 Days
  - Application Timeliness of Determinations, 90 Days
  - Pending Exceeding Processing Guidelines (EPG) 45 Determinations (EPG 45)
  - Pending Exceeding Processing Guidelines (EPG) 90 Determinations (EPG 90)
- 4.3.2. Department Monitoring of MAP Dashboards
  - 4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to the Contractor through the MAP Dashboard Tableau site; copies of these Dashboards are also emailed monthly to Contractor directors, secondary directors and Board of County Commissioners.
  - 4.3.2.2. If HCPF determines that the Contractor has not met specified performance benchmarks, a Management Decision Letter (MDL) will be issued. The MDL will require the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will improve the Contractor's performance.
    - 4.3.2.2.1. The Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.
    - 4.3.2.3. The MDL and associated IAP or CAP shall address the root causes of not meeting performance benchmarks and will support the Contractor in achieving future performance compliance.
- 4.3.3. Contractor Monitoring of MAP Dashboards
  - 4.3.3.1. The Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.
  - 4.3.3.2. The Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. The Contractor shall use the MAP Dashboard to ensure targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.
  - 4.3.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the notice.
    - 4.3.3.3.1. If additional guidance or clarification pertaining to MDLs, IAPs and CAPs is issued by the HCPF, the Contractor shall comply with the most current guidance, issued through the HCPF Memo Series.
- 4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard
  - 4.3.4.1. Timeliness of Determinations
    - 4.3.4.1.1. The Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations, 45 Days as Timely Determinations. Application Timeliness of Determinations, 90 Days shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations the Contractor completed within the Reporting Period and divide that by the total number of Determinations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness benchmark.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled the 20<sup>th</sup> of each month and after the end of each Reporting Period to determine the Contractor’s performance over the entire six-month Reporting Period.

4.3.4.2. Application Timeliness of Determinations, 90 Days

4.3.4.2.1. The Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations, 90 Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations, 90 Days the Contractor completed within the Reporting Period and divide that by the total number of Application Timeliness of Determinations, 90 Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.2.2. Determining Compliance with the Application Timeliness of Determinations, 90 Days

4.3.4.2.2. The Department will utilize the MAP Applications Dashboard to determine compliance with the timeliness benchmarks.

4.3.4.2.2. The MAP Applications Dashboard will be pulled the 20<sup>th</sup> of each month and after the end of each Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations

4.3.4.3.1. The Contractor’s Pending EPG Determinations average at the end of each Reporting Period shall be at or below the targets described in the following table:

4.3.4.3.2. Contractor Targets Pending EPG Table

<b>County Size</b>	<b>Pending EPG 45</b>	<b>Pending EPG 90</b>
<b>Large</b>	≤ 25	≤ 10
<b>Medium</b>	≤ 5	≤ 3
<b>Small</b>	≤ 3	≤ 1

4.3.4.3.3. To determine the Pending EPG Determinations average, the Department will total the Pending EPG Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Applications Dashboard, Pending EPG 45 and 90 measure, will be used to determine the Contractor’s amount of Pending EPG 45 and 90 Determinations for each month of each Reporting Period.

4.3.4.3.3.2. The MAP Applications Dashboard data will be pulled on the 20<sup>th</sup> of each month, or the next business day thereafter.

4.3.4.3.3.3. The Department will round the Pending EPG 45 and 90 Determinations average to the nearest whole number.

4.3.5. Small County and Sample Size Exceptions

4.3.5.1.1. If the Contractor processes a total of one hundred (100) or fewer Application Timeliness of Determinations, 45 Days per month, the Contractor shall be deemed to have met the timeliness percentage benchmark so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.2. If the Contractor processes a total of ten (10) or fewer Application Timeliness of Determinations, 90 Days per Reporting Period, the Contractor shall be deemed to have met the Application Timeliness of Determinations, 90 Days percentage benchmark so long as they had four (4) or fewer Application Timeliness of Determinations, 90 Days during that Reporting Period.

4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45 or EPG 90 Determinations.

4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations benchmark as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations benchmark as described in section 4.3.4.3.

4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.3.7. BENCHMARK: Three (3) out of the following four (4) benchmarks are met:

- $\geq 95.00\%$  timeliness average over each Reporting Period for Application Timeliness of Determinations, 45 Days as described in section 4.3.4.1
- $\geq 95.00\%$  timeliness average over each Reporting Period for Application Timeliness of Determinations, 90 Days as described in section 4.3.4.2
- $\leq$  Pending EPG 45 Determinations average over Reporting Period 2 at or below target based on Contractor size as described in section 4.3.4.3
- $\leq$  Pending EPG 90 Determinations average over each Reporting Period below limit based on Contractor size as described in section 4.3.4.3

4.3.8. Customer Service Performance Incentive Standard

4.3.8.1. The Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which the Contractor submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service through the monitoring of metrics and the development of improvement plans that demonstrate the Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure the Contractor provides timely, respectful and culturally-appropriate customer service to Medical Assistance applicants and members.

4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned the Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.8.4. Customer Service Tier Reclassification

4.3.8.4.1. The Department may, in consultation with the Contractor, amend its initial classification and reclassify the Contractor to a different Customer Service Tier.

4.3.8.4.2. Any reclassification approved by the Department, in consultation with the Contractor, shall take effect the following Reporting Period.

4.3.8.4.3. Contractor reclassifications from either Tier 2 option to Tier 1 are allowable.

4.3.9. Customer Service Tier 1

4.3.9.1. If the Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify the Contractor as Tier 1 to determine what the Contractor's required metrics, benchmarks and deliverables are.

4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If the Contractor is classified as Tier 1, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.

4.3.9.1.1.2. If the Contractor is classified as Tier 1, the Contractor shall complete the each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.

4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2024 data is due by July 3, 2024.

4.3.9.1.1.6. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2024.

4.3.9.1.1.8. The service-level performance target for the Contractor's ASA was jointly determined by HCPF and the Contractor at the end of FY 2022-23. This occurred during the second technical assistance meeting in June 2023 as required during

that fiscal year. ASA targets shall be average for the six-month period of January to June 2024. Targets shall be issued via HCPF Memo Series.

- 4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2024.
- 4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.
- 4.3.9.1.1.11. The Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the [County Relations webform](#).
- 4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if the Contractor's data indicates additional support is necessary to meet the ASA benchmark.
- 4.3.9.1.1.13. The Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.
- 4.3.10. Customer Service Tier 2
  - 4.3.10.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
  - 4.3.10.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
  - 4.3.10.3. If the Contractor is classified as Tier 2A, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
    - 4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan. A template will be provided to Tier 2A Contractors by the Department
      - 4.3.10.3.1.1. If the Contractor classified as Tier 2A did not submit a Customer Service Survey Outreach Plan in FY 2022-23, the Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2023-24 and to meet all other Tier 2A benchmarks and deliverables to earn the Customer Service Incentive.
      - 4.3.10.3.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
      - 4.3.10.3.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.

- 4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
- 4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:
- 4.3.10.3.1.6. Who is responsible for the Contractor's Outreach Plan
- 4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
- 4.3.10.3.1.8. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
- 4.3.10.3.1.9. How the Contractor tracks and monitors its participation rate based on Department-provided data
- 4.3.10.3.1.10. No template is provided to the Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.
- 4.3.10.4. If the Contractor is classified as Tier 2B, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
  - 4.3.10.4.1. Implement the Customer Service Improvement Plan (CSIP) submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department of implementation of the Customer Service Survey Outreach Plan. A template for the report will be provided to Tier 2B Contractors by the Department.
    - 4.3.10.4.1.1. If the Contractor classified as Tier 2B did not submit a Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor is required to submit a Customer Service Improvement Plan (CSIP) and to meet all other Tier 2B benchmarks and deliverables to earn the Customer Service Incentive
    - 4.3.10.4.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
    - 4.3.10.4.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.
    - 4.3.10.4.1.4. The Customer Service Improvement Plan (CSIP) shall:
      - 4.3.10.4.1.5. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and include each of the required elements: Voice of the Customer, Complaints and Negative Feedback, and Data Collection.
      - 4.3.10.4.1.6. Voice of the Customer
        - 4.3.10.4.1.7. Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.

- 4.3.10.4.1.8. Address how the Contractor is or isn't using data to determine customer satisfaction
- 4.3.10.4.1.9. Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.
- 4.3.10.4.1.10. Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.
- 4.3.10.4.1.11. Complaints and Negative Feedback
- 4.3.10.4.1.12. Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.
- 4.3.10.4.1.13. If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.
- 4.3.10.4.1.14. Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.
- 4.3.10.4.1.15. Data Collection
- 4.3.10.4.1.16. Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.
- 4.3.10.4.1.17. Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.
- 4.3.10.4.1.18. Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.
- 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
  - 4.3.11.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.
  - 4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1, Tier 2A or 2B. Deliverables include any required plans, reports, data, and technical assistance.
  - 4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.
- 4.3.12. PERFORMANCE BENCHMARK:
  - 4.3.12.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Submit call center reporting data as detailed in 4.3.9.1.1.4 and 4.3.9.1.1.5.
  - 4.3.12.2. Tier 2A and Tier 2B: Submit a report on implementation of each tiers identified customer service plan (report template to be provided by the Department). Customer Service survey response rates to increase as averaged over the course of the fiscal year when compared to the initial survey sent May 2023 which established a baseline. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series. If Contractor

did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor shall be required to submit one in FY 2023-24 to earn the Customer Service Incentive in addition to all other Tier 2 benchmarks and deliverables.

## 5. SEMI-ANNUAL REPORTING

5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us), unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2022-23 will be provided in HCPF Operational Memo.

5.1.1.1.1.1. DUE DATE: June 14, 2024

## 6. EXEMPTIONS

6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

6.2. Definition of Unusual Circumstances

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of the Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which the Contractor had direct knowledge or control over, including the Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

- 6.2.4. The Department's determination of whether the Contractor's request for exemption meets the definition of unusual circumstances is final.
- 6.3. Process for Unusual Circumstances Exemption Requests
  - 6.3.1. The process for the Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.
  - 6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from the Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. The Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.
  - 6.3.3. General questions on unusual circumstances exemption requests should be submitted to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us).
- 6.4. Department Review and Approval of Exemption Requests
  - 6.4.1. Based on the Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide the Contractor with an approval or denial of the request on the Final Status Report.
  - 6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to the Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.
    - 6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by the Contractor.
    - 6.4.2.2. If partial payment is made based on the Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
  - 6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.
  - 6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exemptions and may limit the total number of approved exemptions for all Performance Incentive Standards.
  - 6.4.5. Non-Allowable Exemption Reasons
    - 6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of the Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:
      - 6.4.5.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
      - 6.4.5.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standards eligible for exemption requests.

- 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
- 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from the Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
  - 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.
    - 6.5.1.1. Customer Service Performance Incentive Standard
    - 6.5.1.2. Accuracy Performance Incentive Standard
    - 6.5.1.3. Performance Compliance Performance Incentive Standard

## **7. NOTIFICATIONS**

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.
  - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
  - 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
  - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending the Contractor's Reporting Period or final Status Reports.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in Section 8, Dispute Resolution.

## **8. DISPUTE RESOLUTION**

### **8.1. Opportunity and Timeframe for Dispute Resolution**

- 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
  - 8.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
  - 8.1.1.1.1. The Contractor will have seven (7) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
    - 8.1.1.1.1.1. If the Contractor fails to dispute the Reporting Period Status Report within seven (7) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

### **8.2. Allowable Disputes**

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
  - 8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and the Contractor refutes the claim, the Contractor must submit proof of submission. The Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
  - 8.2.1.2. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
    - 8.2.1.2.1. The Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if the Contractor's data in fact conflicts with the Department's data.

- 8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three calendar days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from the Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
  - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
  - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

- 9.1. Compensation
  - 9.1.1. Performance Incentive Payment
    - 9.1.1.1. The Department shall pay the Contractor, after the end of the state fiscal year in which the work was performed, in addition to Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:
      - 9.1.1.1.1. The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard. (To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.)

- 9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard during the second Reporting Period.
  - 9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
  - 9.1.2. Remaining Funds Incentive Pool Payment
    - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
      - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
        - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.
        - 9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
      - 9.1.2.1.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
      - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
    - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
      - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
      - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
      - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
  - 9.2.1. The Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
    - 9.2.1.1. If the Contractor's County administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
  - 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid County administration expenditure. In no event shall the Contractor be paid more

than the Contractor's County share of Medicaid County administration expenditure in any Reporting Period or fiscal year.

- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.4. The Contractor shall be paid the Performance Incentive Payment through the County Financial Management System (CFMS).
- 9.2.5. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1. The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractor's discretion.

## EXHIBIT B-2, RATES

### SFY 2023-24 Incentives Payment Table

*To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.*

<b>Incentive Payment Name</b>	<b>% Of Funding</b>	<b>Payment Amount</b>
Accuracy Performance Incentive Payment	40%	\$8,583.90
Performance Compliance Performance Incentive Payment	30%	\$6,437.93
Customer Service Incentive Payment	30%	\$6,437.93
<b>Total</b>		<b>\$21,459.75</b>





**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 **§B** of this Amendment.

B. Amendment Term<sup>4.3</sup>

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2024.

**4. PURPOSE**

The purpose of this Amendment is to create and revise performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes one new Performance Incentive and the removal of two other Performance Incentives.

**5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit A-1 STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit A-2, STATEMENT OF WORK, attached below. All references to Exhibit A and A-1 shall now reference Exhibit A-2.
- D. Exhibit C-1, RATES, is hereby deleted in its entirety and replaced with Exhibit C-2, RATES, attached below. All references to Exhibit C and C-1 shall now reference Exhibit C-2.

E. Exhibit D, Review Sample Size Exemption Process Flow, is hereby deleted in its entirety and replaced with Exhibit D-1, Review Sample Size Exemption Process Flow, attached below. All references to Exhibit D shall now reference Exhibit D-1.

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

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

## EXHIBIT A-2, STATEMENT OF WORK

### 1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant - An individual for whom the Contractor is performing a Medical Assistance Eligibility Determination.
  - 1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.
  - 1.1.3. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month = 93% until we reach 95%)
  - 1.1.4. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
  - 1.1.5. Call Center - A Call Center is defined as having one dedicated line for contacting the Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as 2 Contractor staff and as large as 100 or more Contractor staff answering calls.
  - 1.1.6. Child Health Plan *Plus* (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.
  - 1.1.7. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
  - 1.1.8. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.9. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.
  - 1.1.10. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.
  - 1.1.11. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
  - 1.1.12. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).

- 1.1.13. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
- 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
- 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.21. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.22. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2022-23 and will be issued as an attachment in Operational Memo.
- 1.1.23. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.
- 1.1.24. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.25. MCC – Health First Colorado Member Contact Center

- 1.1.26. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a Client.
- 1.1.27. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.28. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.29. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.30. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.31. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
  - 1.1.31.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.31.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.32. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.33. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.34. Status Report - a communication to the Contractor those details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.35. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance.
- 1.1.36. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment - Processing a change in a member’s circumstance resulting in disenrollment within fifteen (15) calendar days.
- 1.1.38. Timely Redetermination - Any Redetermination completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.39. Target - Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness)
- 1.1.40. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.41. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

- 1.1.42. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor and can produce insights that can help the Contractor create a stronger customer experience.

## **2. COUNTY DETERMINATIONS**

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's County, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

### **3.1. Systems Utilized to Determine Compliance**

- 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's County, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's County, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive, and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor shall utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether the Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track the Contractor's compliance with Customer Service Incentive Performance standard.

### **3.2. Communications Utilized to Determine Compliance**

- 3.2.1. The Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in Exhibit A Statement of Work thereby enabling Contractor to earn a Performance Incentive Payment.
- 3.2.2. The Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to the Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five calendar days from the date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five calendar days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

#### **4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

4.1. The Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, benchmarks and/or deliverables as outlined in each Performance Incentive Standard.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1. Accuracy targets are set based on the county size of the Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate

<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
<b>Large</b>	5.5%	N/A
<b>Medium</b>	6.6%	13.2%
<b>Small</b>	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
<b>Large</b>	17.9%	N/A
<b>Medium</b>	16.9%	20.9%
<b>Small</b>	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard

4.2.1.4.1. The Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and [HCPF Operational Memo \(OM\) 21-057](#), or whichever later Operational Memo supersedes OM 21-057, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure EQA case reviews are completed timely.

- 4.2.1.4.1.3. The Contractor must respond to the Department’s EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.
- 4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, the Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.
- 4.2.1.4.1.5. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month and sends the results to the County Directors and Board of County Commissioners.
- 4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards
  - 4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor’s performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether the Contractor met or exceeded the specified Accuracy target.
  - 4.2.1.5.2. The Department shall use the Contractor’s final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor’s Accuracy targets at the end of the fiscal year to determine if the Contractor’s actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.
- 4.2.1.6. Review Sample Size Exemptions
  - 4.2.1.6.1. If the Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.
  - 4.2.1.6.2. Definition of Review Sample Size
  - 4.2.1.6.3. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
    - i. Inaccurate Eligibility Rate and/or,
    - ii. Errors That Did Not Impact Eligibility.
  - 4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions
  - 4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:
    - 4.2.1.6.5.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews completed within the 12-month rolling average.
    - 4.2.1.6.5.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews completed within the 12-month rolling average.

- 4.2.1.6.6. Review Sample Size Exemption Process
- 4.2.1.6.6.1. The Department shall follow Exhibit D-1 for the Review Sample Size Exemption Process.
- 4.2.1.6.6.2. Definition of Similar Error(s)
- 4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and the same errors repeat in future months, the errors will be considered similar errors.
- 4.2.1.6.6.4. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
- 4.2.1.6.6.5. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.6.6.6. Notification of Review Sample Size Exemption
- 4.2.1.6.6.7. If the Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.8. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, the Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.6.6.9. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.
- 4.2.1.6.6.10. The Contractor shall submit any additional documentation requested for the exemption process to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) within ten (10) business days from the day of notification (Ticket Type = County Incentives).
- 4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.6.7.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.
- 4.2.2. BENCHMARKS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2
- 4.3. Performance Compliance Performance Incentive Standard

- 4.3.1. The Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when the Contractor meets at least three (3) out of the four (4) following benchmarks:
- Application Timeliness of Determinations, 45 Days
  - Application Timeliness of Determinations, 90 Days
  - Pending Exceeding Processing Guidelines (EPG) 45 Determinations (EPG 45)
  - Pending Exceeding Processing Guidelines (EPG) 90 Determinations (EPG 90)
- 4.3.2. Department Monitoring of MAP Dashboards
- 4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to the Contractor through the MAP Dashboard Tableau site; copies of these Dashboards are also emailed monthly to Contractor directors, secondary directors and Board of County Commissioners.
- 4.3.2.2. If HCPF determines that the Contractor has not met specified performance benchmarks, a Management Decision Letter (MDL) will be issued. The MDL will require the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will improve the Contractor's performance.
- 4.3.2.2.1. The Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.
- 4.3.2.3. The MDL and associated IAP or CAP shall address the root causes of not meeting performance benchmarks and will support the Contractor in achieving future performance compliance.
- 4.3.3. Contractor Monitoring of MAP Dashboards
- 4.3.3.1. The Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.
- 4.3.3.2. The Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. The Contractor shall use the MAP Dashboard to ensure targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.
- 4.3.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the notice.
- 4.3.3.3.1. If additional guidance or clarification pertaining to MDLs, IAPs and CAPs is issued by the HCPF, the Contractor shall comply with the most current guidance, issued through the HCPF Memo Series.
- 4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard
- 4.3.4.1. Timeliness of Determinations
- 4.3.4.1.1. The Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations, 45 Days as Timely Determinations. Application Timeliness of Determinations, 90 Days shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations the Contractor completed within the Reporting Period and divide that by the total number of Determinations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness benchmark.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled the 20<sup>th</sup> of each month and after the end of each Reporting Period to determine the Contractor’s performance over the entire six-month Reporting Period.

4.3.4.2. Application Timeliness of Determinations, 90 Days

4.3.4.2.1. The Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations, 90 Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations, 90 Days the Contractor completed within the Reporting Period and divide that by the total number of Application Timeliness of Determinations, 90 Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.2.2. Determining Compliance with the Application Timeliness of Determinations, 90 Days

4.3.4.2.2. The Department will utilize the MAP Applications Dashboard to determine compliance with the timeliness benchmarks.

4.3.4.2.2. The MAP Applications Dashboard will be pulled the 20<sup>th</sup> of each month and after the end of each Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations

4.3.4.3.1. The Contractor’s Pending EPG Determinations average at the end of each Reporting Period shall be at or below the targets described in the following table:

4.3.4.3.2. Contractor Targets Pending EPG Table

<b>County Size</b>	<b>Pending EPG 45</b>	<b>Pending EPG 90</b>
<b>Large</b>	≤ 25	≤ 10
<b>Medium</b>	≤ 5	≤ 3
<b>Small</b>	≤ 3	≤ 1

4.3.4.3.3. To determine the Pending EPG Determinations average, the Department will total the Pending EPG Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Applications Dashboard, Pending EPG 45 and 90 measure, will be used to determine the Contractor’s amount of Pending EPG 45 and 90 Determinations for each month of each Reporting Period.

4.3.4.3.3.2. The MAP Applications Dashboard data will be pulled on the 20<sup>th</sup> of each month, or the next business day thereafter.

4.3.4.3.3.3. The Department will round the Pending EPG 45 and 90 Determinations average to the nearest whole number.

4.3.5. Small County and Sample Size Exceptions

4.3.5.1.1. If the Contractor processes a total of one hundred (100) or fewer Application Timeliness of Determinations, 45 Days per month, the Contractor shall be deemed to have met the timeliness percentage benchmark so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.2. If the Contractor processes a total of ten (10) or fewer Application Timeliness of Determinations, 90 Days per Reporting Period, the Contractor shall be deemed to have met the Application Timeliness of Determinations, 90 Days percentage benchmark so long as they had four (4) or fewer Application Timeliness of Determinations, 90 Days during that Reporting Period.

4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45 or EPG 90 Determinations.

4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations benchmark as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations benchmark as described in section 4.3.4.3.

4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.3.7. BENCHMARK: Three (3) out of the following four (4) benchmarks are met:

- $\geq 95.00\%$  timeliness average over each Reporting Period for Application Timeliness of Determinations, 45 Days as described in section 4.3.4.1
- $\geq 95.00\%$  timeliness average over each Reporting Period for Application Timeliness of Determinations, 90 Days as described in section 4.3.4.2
- $\leq$  Pending EPG 45 Determinations average over Reporting Period 2 at or below target based on Contractor size as described in section 4.3.4.3
- $\leq$  Pending EPG 90 Determinations average over each Reporting Period below limit based on Contractor size as described in section 4.3.4.3

4.3.8. Customer Service Performance Incentive Standard

4.3.8.1. The Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which the Contractor submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service through the monitoring of metrics and the development of improvement plans that demonstrate the Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure the Contractor provides timely, respectful and culturally-appropriate customer service to Medical Assistance applicants and members.

4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned the Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.8.4. Customer Service Tier Reclassification

4.3.8.4.1. The Department may, in consultation with the Contractor, amend its initial classification and reclassify the Contractor to a different Customer Service Tier.

4.3.8.4.2. Any reclassification approved by the Department, in consultation with the Contractor, shall take effect the following Reporting Period.

4.3.8.4.3. Contractor reclassifications from either Tier 2 option to Tier 1 are allowable.

4.3.9. Customer Service Tier 1

4.3.9.1. If the Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify the Contractor as Tier 1 to determine what the Contractor's required metrics, benchmarks and deliverables are.

4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If the Contractor is classified as Tier 1, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.

4.3.9.1.1.2. If the Contractor is classified as Tier 1, the Contractor shall complete the each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.

4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2024 data is due by July 3, 2024.

4.3.9.1.1.6. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2024.

4.3.9.1.1.8. The service-level performance target for the Contractor's ASA was jointly determined by HCPF and the Contractor at the end of FY 2022-23. This occurred during the second technical assistance meeting in June 2023 as required during

that fiscal year. ASA targets shall be average for the six-month period of January to June 2024. Targets shall be issued via HCPF Memo Series.

- 4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2024.
- 4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.
- 4.3.9.1.1.11. The Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the [County Relations webform](#).
- 4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if the Contractor's data indicates additional support is necessary to meet the ASA benchmark.
- 4.3.9.1.1.13. The Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.
- 4.3.10. Customer Service Tier 2
  - 4.3.10.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
  - 4.3.10.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
  - 4.3.10.3. If the Contractor is classified as Tier 2A, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
    - 4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan. A template will be provided to Tier 2A Contractors by the Department
      - 4.3.10.3.1.1. If the Contractor classified as Tier 2A did not submit a Customer Service Survey Outreach Plan in FY 2022-23, the Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2023-24 and to meet all other Tier 2A benchmarks and deliverables to earn the Customer Service Incentive.
      - 4.3.10.3.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
      - 4.3.10.3.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.

- 4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
- 4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:
- 4.3.10.3.1.6. Who is responsible for the Contractor's Outreach Plan
- 4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
- 4.3.10.3.1.8. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
- 4.3.10.3.1.9. How the Contractor tracks and monitors its participation rate based on Department-provided data
- 4.3.10.3.1.10. No template is provided to the Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.
- 4.3.10.4. If the Contractor is classified as Tier 2B, the Contractor shall complete each of the following benchmarks and deliverables to earn a Customer Service Performance Incentive Payment:
  - 4.3.10.4.1. Implement the Customer Service Improvement Plan (CSIP) submitted at the end of FY 2022-23 and submit a report in Reporting Period 2 updating the Department of implementation of the Customer Service Survey Outreach Plan. A template for the report will be provided to Tier 2B Contractors by the Department.
    - 4.3.10.4.1.1. If the Contractor classified as Tier 2B did not submit a Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor is required to submit a Customer Service Improvement Plan (CSIP) and to meet all other Tier 2B benchmarks and deliverables to earn the Customer Service Incentive
    - 4.3.10.4.1.2. The Customer Service Survey is managed by HCPF and does not require any action from the Contractor. The Customer Service Survey is sent by HCPF to all members who have an email address on file in PEAK each calendar quarter.
    - 4.3.10.4.1.3. The Contractor's baseline was determined at the end of FY 2022-23 and is used to determine what percentage of survey participation rate must be increased during FY 2023-24.
    - 4.3.10.4.1.4. The Customer Service Improvement Plan (CSIP) shall:
      - 4.3.10.4.1.5. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and include each of the required elements: Voice of the Customer, Complaints and Negative Feedback, and Data Collection.
      - 4.3.10.4.1.6. Voice of the Customer
        - 4.3.10.4.1.7. Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.

- 4.3.10.4.1.8. Address how the Contractor is or isn't using data to determine customer satisfaction
- 4.3.10.4.1.9. Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.
- 4.3.10.4.1.10. Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.
- 4.3.10.4.1.11. Complaints and Negative Feedback
- 4.3.10.4.1.12. Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.
- 4.3.10.4.1.13. If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.
- 4.3.10.4.1.14. Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.
- 4.3.10.4.1.15. Data Collection
- 4.3.10.4.1.16. Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.
- 4.3.10.4.1.17. Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.
- 4.3.10.4.1.18. Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.
- 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
  - 4.3.11.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.
  - 4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1, Tier 2A or 2B. Deliverables include any required plans, reports, data, and technical assistance.
  - 4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.
- 4.3.12. PERFORMANCE BENCHMARK:
  - 4.3.12.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Submit call center reporting data as detailed in 4.3.9.1.1.4 and 4.3.9.1.1.5.
  - 4.3.12.2. Tier 2A and Tier 2B: Submit a report on implementation of each tiers identified customer service plan (report template to be provided by the Department). Customer Service survey response rates to increase as averaged over the course of the fiscal year when compared to the initial survey sent May 2023 which established a baseline. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series. If Contractor

did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in FY 2022-23, the Contractor shall be required to submit one in FY 2023-24 to earn the Customer Service Incentive in addition to all other Tier 2 benchmarks and deliverables.

## 5. SEMI-ANNUAL REPORTING

5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us), unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2022-23 will be provided in HCPF Operational Memo.

5.1.1.1.1.1. DUE DATE: June 14, 2024

## 6. EXEMPTIONS

6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

6.2. Definition of Unusual Circumstances

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of the Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which the Contractor had direct knowledge or control over, including the Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

- 6.2.4. The Department's determination of whether the Contractor's request for exemption meets the definition of unusual circumstances is final.
- 6.3. Process for Unusual Circumstances Exemption Requests
  - 6.3.1. The process for the Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.
  - 6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from the Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. The Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.
  - 6.3.3. General questions on unusual circumstances exemption requests should be submitted to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us).
- 6.4. Department Review and Approval of Exemption Requests
  - 6.4.1. Based on the Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide the Contractor with an approval or denial of the request on the Final Status Report.
  - 6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to the Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.
    - 6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by the Contractor.
    - 6.4.2.2. If partial payment is made based on the Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
  - 6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.
  - 6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exemptions and may limit the total number of approved exemptions for all Performance Incentive Standards.
  - 6.4.5. Non-Allowable Exemption Reasons
    - 6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of the Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:
      - 6.4.5.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
      - 6.4.5.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standards eligible for exemption requests.

- 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
- 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from the Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
  - 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.
    - 6.5.1.1. Customer Service Performance Incentive Standard
    - 6.5.1.2. Accuracy Performance Incentive Standard
    - 6.5.1.3. Performance Compliance Performance Incentive Standard

## **7. NOTIFICATIONS**

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.
  - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
  - 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
  - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending the Contractor's Reporting Period or final Status Reports.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in Section 8, Dispute Resolution.

## **8. DISPUTE RESOLUTION**

### **8.1. Opportunity and Timeframe for Dispute Resolution**

- 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
  - 8.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
  - 8.1.1.1.1. The Contractor will have seven (7) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
    - 8.1.1.1.1.1. If the Contractor fails to dispute the Reporting Period Status Report within seven (7) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

### **8.2. Allowable Disputes**

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
  - 8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and the Contractor refutes the claim, the Contractor must submit proof of submission. The Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
  - 8.2.1.2. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
    - 8.2.1.2.1. The Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if the Contractor's data in fact conflicts with the Department's data.

- 8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three calendar days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from the Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
  - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1. The Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2. The Contractor failed to meet contractually specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
  - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

- 9.1. Compensation
  - 9.1.1. Performance Incentive Payment
    - 9.1.1.1. The Department shall pay the Contractor, after the end of the state fiscal year in which the work was performed, in addition to Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:
      - 9.1.1.1.1. The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard. (To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.)

- 9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard during the second Reporting Period.
  - 9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B-2 at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
  - 9.1.2. Remaining Funds Incentive Pool Payment
    - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
      - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
        - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.
        - 9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
      - 9.1.2.1.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
      - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
    - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
      - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
      - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
      - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
  - 9.2.1. The Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
    - 9.2.1.1. If the Contractor's County administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
  - 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid County administration expenditure. In no event shall the Contractor be paid more

than the Contractor's County share of Medicaid County administration expenditure in any Reporting Period or fiscal year.

- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.4. The Contractor shall be paid the Performance Incentive Payment through the County Financial Management System (CFMS).
- 9.2.5. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1. The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractor's discretion.

## EXHIBIT C-2, RATES

### SFY 2023-24 Incentives Payment Table

*To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors That Do Not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.*

<b>Incentive Payment Name</b>	<b>% Of Funding</b>	<b>Payment Amount</b>
Accuracy Performance Incentive Payment	40%	\$2,956.84
Performance Compliance Performance Incentive Payment	30%	\$2,217.63
Customer Service Incentive Payment	30%	\$2,217.63
<b>Total</b>		<b>\$7,392.10</b>



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

**Agenda Item:** Colorado Parks and Wildlife; Impact Assistance Gra

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

**Parties to the Agreement:** Colorado Parks and Wildlife

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Colorado Parks and Wildlife Impact Assistance Grant for payment in lieu of taxes

**Fiscal Impact:**

**Submitted by:** Vicki Hildreth

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/9/2024

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

# Memo

**To:** Katherine Haase  
**From:** Vicki Hildreth  
**Date:** February 7, 2024  
**Re:** Colorado Parks and Wildlife - Impact Assistance Grant Application

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Attached please find the Impact Assistance Grant Application to be submitted to Colorado Parks and Wildlife (CPW). **The application requires one County Commissioner name and signature. This application must be received by the Colorado Parks and Wildlife by March 8<sup>th</sup>, 2024.** Applications received after this date will not be processed.

**Email submission is preferred; send the completed and signed application to: [krista.frank@state.co.us](mailto:krista.frank@state.co.us)**

Alternately, applications may be submitted by mail to:  
Colorado Parks and Wildlife  
Real Estate Section  
6060 Broadway Denver, CO 80216  
Attn: Krista Frank, IAG Application

Once the signed original application has been emailed or mailed to CPW, please return a copy of the signed application to both the Assessor's Office and the Treasurer's Office.

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Complete information about this application can be found at:

<https://cpw.state.co.us/aboutus/Pages/LandWaterImpactAssistance.aspx>

Here are some of the specifics about the application:

*The following information is required for the application to be accepted by the CPW:*

- 1) *On the Cover Page:*
  - a) *Date*
  - b) *One County Commissioner name & signature*
  - c) *Name and Email address of person filling out the application*
- 2) *On the Application pages:*
  - a) *Parcel(s)/Schedule(s) #'s*
  - b) *Assessed Value Per Acre*
  - c) *Mill Levies*



# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2023

WILDLIFE Parcel(s)/Schedule#(s) R002082, R045547  
 \_\_\_\_\_  
 \_\_\_\_\_

Tax Area 100

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Irrigated Meadow	2	\$110.00	\$220.00
	14	\$110.00	\$1,540.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Dry Farm	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Grazing	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Waste	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
<b>Total Acres</b>	<b>16</b>	<b>Combined Total</b>	<b>\$1,760.00</b>

Total Mill Levy for this Taxing Area 50.70600000

**Total WILDLIFE Amount Requested for this Taxing Area \$89.24**

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2023

WILDLIFE Parcel(s)/Schedule#(s) R004142, R004196, R014482  
 \_\_\_\_\_  
 \_\_\_\_\_

Tax Area 400

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	_____
	_____	_____	\$0.00
	_____	_____	_____
Irrigated Meadow	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	_____
Dry Farm	_____	_____	\$0.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Grazing	1	\$30.00	\$30.00
	2	\$30.00	\$60.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	\$0.00
Waste	2	\$10.00	\$20.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	\$0.00
<b>Total Acres</b>	<b>5</b>		<b>Combined Total</b> \$110.00

Total Mill Levy for this Taxing Area 61.19100000

**Total WILDLIFE Amount Requested for this Taxing Area** \$6.73

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2023

WILDLIFE Parcel(s)/Schedule#(s) R032643; R009654; R007138; R007139; R032617; R030914; R007292; R032826;  
R032827; R030917; R030916; R007246; R025285; R009667; R007105; R008369;  
R043520; R045546; R007385; R043713; R042903; R030551 (3701-000-00-140)  
R009669, R031623

Tax Area 601

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated Meadow	135	\$110.00	\$14,850.00
	376	\$80.00	\$30,080.00
	295	\$60.00	\$17,700.00
	204	\$110.00	\$22,440.00
	4	\$110.00	\$440.00
	3	\$60.00	\$180.00
	180	\$110.00	\$19,800.00
	57	\$60.00	\$3,420.00
	237	\$110.00	\$26,070.00
	43	\$110.00	\$4,730.00
Grazing	10589	\$10.00	\$105,890.00
	1097	\$10.00	\$10,970.00
	142	\$10.00	\$1,420.00
	959	\$10.00	\$9,590.00
	171	\$20.00	\$3,420.00
	684	\$10.00	\$6,840.00
	546	\$10.00	\$5,460.00
	2	\$10.00	\$20.00
	160	\$10.00	\$1,600.00
	160	\$10.00	\$1,600.00
	143	\$10.00	\$1,430.00
	10	\$10.00	\$100.00
	3	\$20.00	\$60.00
	15	\$10.00	\$150.00
40	\$10.00	\$400.00	
Waste	138	\$10.00	\$1,380.00
	14	\$10.00	\$140.00
	23	\$10.00	\$230.00
<b>Total Acres</b>	<b>16470</b>		<b>Combined Total \$290,810.00</b>

Total Mill Levy for this Taxing Area 51.35200000

**Total WILDLIFE Amount Requested for this Taxing Area \$14,933.68**

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2023

WILDLIFE Parcel(s)/Schedule#(s) R030915  
 \_\_\_\_\_  
 \_\_\_\_\_

Tax Area 609

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Irrigated Meadow	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Dry Farm	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Grazing	<u>238</u>	<u>\$10.00</u>	<u>\$2,380.00</u>
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Waste	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
<b>Total Acres</b>	<b>238</b>		<b>Combined Total \$2,380.00</b>

Total Mill Levy for this Taxing Area 49.49400000

**Total WILDLIFE Amount Requested for this Taxing Area \$117.80**

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2023

WILDLIFE Parcel(s)/Schedule#(s) R015677, R014082, R014379  
 \_\_\_\_\_  
 \_\_\_\_\_

Tax Area 617

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Irrigated Meadow	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Dry Farm	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Grazing	1	\$30.00	\$30.00
	17	\$30.00	\$510.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Waste	42	\$10.00	\$420.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
<b>Total Acres</b>	<b>60</b>		<b>Combined Total \$960.00</b>

Total Mill Levy for this Taxing Area 54.68600000

**Total WILDLIFE Amount Requested  
for this Taxing Area \$52.50**

## AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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**Agenda Item:** Colorado Department of Human Services; Family Firs

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

**Parties to the Agreement:** Colorado Department of Human Services - Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

grant application - received notice on 2/1 and due 2/27

**Fiscal Impact:**

**Submitted by:** Kari Commerford

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/15/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/15/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/15/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

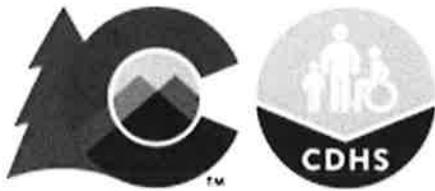
Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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**Family First Transition Act Funds Application  
Exhibit A - Application**

RFA IHFA 2024000210

January 25, 2024

**Application**

**1. General Information**

**Agency type requesting funding \***

Gunnison County

**Agency/organization name: \***

Gunnison County Juvenile Services

**Contact Information**

**Primary Contact**

**Name: Kari Commerford**

**Role: Director of Juvenile Services**

**Email: [kcommerford@gunnisoncounty.org](mailto:kcommerford@gunnisoncounty.org)**

**Phone: (970) 642-7393**

**Address: 200 East Virginia Ave. Gunnison, CO 81230**

**Preparer's Contact**

**Name: Kari Commerford**

**Role: Director of Juvenile Services**

**Email: [kcommerford@gunnisoncounty.org](mailto:kcommerford@gunnisoncounty.org)**

**Phone: (970) 642-7393**

**Address: 200 East Virginia Ave. Gunnison, CO 81230**

## Priority Funding Areas

**Indicate which priority funding area your proposal addresses. If the application does not align with one of the priority funding areas, please explain why it is of importance to Colorado's Family First efforts:**

Priority Funding Area 1

**If the application does not align with the priority funding areas, please explain why it is of importance to Colorado's Family First efforts: \***

NA

**Please describe the target population and desired result of this funding. Does this request include workforce training to achieve these results? \***

The target population is youth and families ages 4-17, particular focus will be on middle and high school aged youth facing adverse childhood experiences. Gunnison County's prevalence of Adverse Childhood Experiences (ACEs) include physical abuse, neglect, sexual abuse, emotional abuse and parental mental health/substance use disorder (SUD). The most frequent ACE is neglect, which spiked between January and March of 2020 and continues to hover around the same rate. The desired result of the funding is to ensure youth and families have timely access to a continuum of prevention services embedded in the school and in the community. The funding will allow for targeted and indicated prevention for youth in the school with Inspire mentors, social emotional learning support and embedded school-based clinicians. The ability to access behavioral health support at school during the school day alleviates some of the cultural and economic barriers many students face. The continuum of services is designed to meet the locally identified needs, promote safety and well-being, and are culturally informed to ultimately keep families together. The funding will allow for parent support and programming through nurturing parenting programs with bilingual facilitators and a parent programming coordinator to help develop, promote and delivery multi-level parenting supports. The overarching goal is to improve the quality and sustainability of rural behavioral health care through a coordinated continuum of prevention services that are evidence-based and informed by the community that will result in a 10% increase in youth receiving prevention services in addition to new parenting supports.

**How was the need for this project determined? (i.e. community needs analysis, data or reports) \***

In 2022 The Gunnison County Community Health Coalition (GCCHC) commissioned

the Gunnison County Behavioral Health Needs Assessment (GC BHNA) to assess, interpret, and become more knowledgeable regarding the interplay between economic, cultural, and social factors in relation to behavioral health outcomes. The GC BHNA required hundreds of hours and was conducted over a 7-month time period. The study provided a deep understanding of the underlying influences on behavioral health in Gunnison County by analyzing quantitative and qualitative data. The key takeaways included diversifying helpers to include peer support, mentors, and community helpers in addition to professional services. The assessment also indicated a need to embed services where people already are – schools, the food pantry, hospitals, etc.

In 2023, Juvenile Services in partnership with Gunnison County Health and Human Services completed a Child Maltreatment Plan which included several strategic planning sessions. This group included cross-sector representation including, Health and Human Services, Juvenile Services, Axis Health Services, Law Enforcement, Project Hope (domestic violence), Gunnison Vally Mentors, Pediatrician, Multi-Cultural Resource Center, Gunnison Valley Health Foundation, local faith leader and the RE1-J School District. This group identified social emotional learning, parent education and support and direct behavioral health services as areas of priority.

Additionally, Gunnison County's Interagency Oversight Group (IOG) meets quarterly and keeps a pulse on the needs of youth and families by sharing information and data. The IOG also works closely with our Communities that Care coalition (CTC). CTC is a data driven framework that identifies risk and protective factors using a socioecological lens. Additionally, the CTC coalition and IOG are part of the larger Health Coalition of the Gunnison Valley. Juvenile Services' staff sits on the Child Protection Team review board and the identified needs have been substantiated across all these data sources. All these stakeholders and data reports were reviewed to identify needs and strategies to enhance the continuum of prevention services.

**Is this request a continuation of a previous funded project through a previous round of transition funding RFA? If so, when was the request submitted and what was the awarded amount? \***

One aspect of this request includes a previously transition funding RFA – Inspire Mentors funded in 2021. This program has proven to be in high demand and accomplishing the goal of increasing protective factors in the lives of youth as well as referral to services. The total amount awarded in 2021 for Inspire Mentors was \$62,400.

The total amount awarded in 2021 was \$123,124 and included Parents as Teachers training and implementation. We are pleased to report that Parents as Teachers continues to be implemented and has sustainable funding.

## 2. Proposal Summary

### Guiding Principles

**Collaboration. How does your proposal leverage partnerships and collaboration? Is this collaboration going to ensure a coordinated approach to Family First Implementation? If appropriate, list out your partners. If applicable, attach letters of support/partnership to the end of your application. \***

This proposal is a shared effort amongst Gunnison County Health and Human Services, Gunnison County Juvenile Services, the RE1-J School District, Gunnison Valley Mentors, Gunnison Valley Health Foundation, and local law enforcement. All these partners are committed to giving time and resources. As stated earlier, community stakeholders helped to inform the gaps analysis and needs assessment to create a strategic plan for a continuum of prevention services. The community-driven process has informed our current programs and services as well as the proposed expansion and creation of additional services. These stakeholders will continue to oversee this work assuring shared accountability, equitable participation of community members, and continue to support a data driven and community-informed process.

**Infrastructure Development. How does your proposal address identified gaps in the current system and/or build a more robust foundation? \***

Our county-wide, prevention-continuum approach includes direct and indicated services for mental/behavioral health and academic support for an indicated and selective group of youth at highest risk for problem behaviors. This proposal includes addressing the current gap in Mentorship for our youth with complex needs which has been a gap in prevention services for over 4 years. As part of a comprehensive, upstream prevention approach, Gunnison Valley Mentors matches referred youth ages 6 - 17 with mentors utilizing a variety of evidence-based, one-to-one mentoring strategies. GVM receives referrals for students exhibiting any number of trauma behaviors due to adverse childhood experiences. In the GVM InSpire mentoring program, referred students are matched with a school-based InSpire mentor who spends up to two hours per week with the student, in school, during the school day. Each InSpire mentor may be assigned up to 12 students and meets with each individually for 1:2:1 guided support based on the unique needs of each student. The InSpire mentors serve as advocates for their mentees, provide academic support, check on truant students, connect students to resources within and outside school, advocate for students in team and family meetings, and in general, provide a brave place

for disengaged students to share their stories, be seen, feel safe, welcome and know they belong. Plans for expanding our Social Emotional efforts includes providing support in Elementary schools for a .5 FTE equivalent SEL Coordinator who provide direct services to youth in the school and 1.0FTE for a school-based clinicians to support the behavioral health needs of youth and connect families to prevention resources. It includes universal prevention education through Parent Education workshops, classes and direct support which has been an identified need for the past three years as the parenting programs have not had capacity to be offered since COVID. Lack of parent engagement and knowledge of development have been identified in all community surveys, assessments and qualitative data interviews.

**Sustainability. How will these funds help address the issues identified in the needs analysis? What other funding sources (short and long term) have been identified? \***

Gunnison County Juvenile Services has successfully secured and managed with fiscal responsibility over 12 state and federal grants. Currently our Prevention Programing implements the Communities that Care framework and receives funding from CDPHE for that work in addition to Colorado Department of Transportation, State Tobacco funds and funds to move forward work under the Colorado Office of Sexual Health, Daniel's fund and pass through OBH Block grant funding. Juvenile Services receives funding from House Bill 1451 for our Collaborative Management program and has secured TGYS passthrough funds for implementation of Parents as Teachers in addition to High Fidelity Wraparound Services. Juvenile Services oversees our County's Opioid Prevention, Treatment and Recovery consortium, Grasp, and oversees funding from the Health Resource Services Administration (HRSA) - Rural Communities Opioid Response Program, CDPHE-Harm Reduction grant and Bureau of Justice Assistance-supported Comprehensive Opioid, Stimulant, and Substance Abuse Program. These programs have been the catalyst for the creation of the embedded school-based clinicals. The Juvenile Service's Department has demonstrated the ability to secure funding to build and sustain programs in the community largely due to the collaboration across youth and family serving organizations. The priorities in this funding application includes goals across our sectors and will continue to be written into funding across organizations.

**Community-Informed. How did feedback and input from the community you plan to serve/contribute to the proposed work? What ongoing engagement strategies will your proposal utilize? \***

As stated above, feedback from the community included the GC BHNA, information from the Child

Maltreatment Plan, input from the IOG and CTC coalitions. Ongoing engagement strategies for the proposal included continued quarterly meetings and reports to the IOG with annual MOUs, continued participation in the CTC Coalition, continued collaboration with Child Protection Team, and being a strategic partner with the Health Coalition.

**Data-Informed. Please describe how objectives will be measured. \***

Gunnison County utilizes data to help determine programming and allows data to tell a story. This allows for programs and organizations to be community informed, culturally responsive and flexible to course correct if needed. Gunnison County's community partners provide evidence-base and data driven prevention efforts. With each grant that Juvenile Services holds reporting requirements include performance, process and outcome measures. Additionally, data is bi-annually reported to the IOG, City of Gunnison, and Gunnison County's Board of County Commissioners. Juvenile Services has a full-time Data Coordinator on staff to meet these requirements and ensure data drives our work. Data collection is discussed in depth in additional questions.

**Equity. How has your proposal taken Equity, Diversity and Inclusion (EDI) into consideration?**

**What specific inequities is this work addressing? How will the proposed activities address these inequities? \***

Over the past 5 years we have seen a gap in resources for direct services for youth and families and an increase in youth and families with more complex behavioral health needs. Gunnison County is experiencing gaps in services for youth experiencing generational trauma, complex trauma with newcomers (terminology used by RE1-J school district for youth entering the United States with little to no English language and with little to no family support), youth engaging in more violent acts, and youth/families in conflict. With the transition to Family First, our rural community has struggled to realize how to meet the needs of youth and families and are identifying areas of gaps and needs to successfully support youth and families. The additional support of Inspire Mentors will help to increase protective factors in the life our youth currently or at risk of entering into Juvenile Services or RE1-J school behavioral health/suspension/truancy system. This has been a strength in community partnerships for the past 7 years and youth who experience more trusted adults are less likely to further penetrate the juvenile justice and child welfare system.

This proposal is designed to address several layers of inequities in our community. Through our collaborative process, Gunnison County has identified that to serve our community equitably more

professional staff that represent the culture and language of our Latino/a population is needed We currently have a bi-lingual Diversion, Mentors and Behavioral Health Navigators to serve our community equitably; this proposal will include at least one bilingual Nurturing Parent facilitator and additional bilingual SEL coordinator. The ability to access behavioral health support at school during the school day alleviates some of the cultural and economic barriers many students face.

### Proposed Activities

Describe what you will do and how you will do it.

**What is the timeline for this work and what are the major milestones Please include a timeline for planning/implementing this project. (Funding cannot extend beyond September 30, 2025.) \***

The timeline for this work is May 2024 – September 30,2025

Objective	Whom	When	Measure	Milestone
Hire SEL Coordinator	Juvenile Services (JS)	7/24	hired	NA
Identify/Hire Mentors	Gunnison Valley Mentors (GVM)	5/24	hired	NA
Hire school-based clinicians	Gunnison Valley Health (GVH)	9/24	hired	NA
Identify parent facilitators and parent programming coordinator	Health and Human Services (HHS)/JS	5/24	contract	By September 2024, contracted and training complete
Provide Direct Services to youth in school through continuum of services - universal-SEL, targeted-Inspire mentor, indicated – school-based clinician	GVH, GVM, JS	5/24-9/25	Number of youths served	By September 2025,10% increase in number of youth directly served in-school
Provide Nurturing parenting program 2x per year.	JS/HHS	9/24-9/25	Pre-post surveys	By January 2024 one NPP delivered with at least 10 families

				participating.
Improve the quality and sustainability of rural behavioral health care through a coordinated continuum of prevention services that are evidence-based and informed by the community	JS/HHS/ GVH/GV M	9/25	Hired positions/ document increased number of youth served	By, September 2025 __ youth will not...

**How will you know you are successful? What data will be gathered as part of your proposal include data collection plan. \***

The Data Coordinator will continue to collect all of the current data measures (attendance, mental health, participation of partners, disciplinary action in schools, out of home placement, number of families served, number of meetings with each family, number of mentors matches, and number of youths who receive mental health services) in addition to any new data created by this proposal. Data specific to this proposal will include all current measures as well as the number of families served and number of meetings in the Parents as Teachers’ program, pre-post surveys for Nurturing Parent Program, number of youths matched with plus mentors, number of youths served through SEL and school-based counselors.

**If you are awarded these funds- what are your plans for continued funding? \***

As stated earlier, Gunnison County Juvenile Services has successfully secured and managed with fiscal responsibility over 12 state and federal grants. We work in collaboration with Gunnison Valley Mentors and Gunnison Valley Health in order to provide behavioral health and youth services across the community. We are dedicated to continue to work together to write grants, foundation funds and when applicable work on billing and coding to optimize reimbursement.

**If the request is for workforce development or training, describe the training and a draft plan for how the training can be replicated or shared across the state. \***

The only required training is for the Nurturing Parenting facilitators.

**3. Project Budget**

Attach a budget description for your submission.

**Budget justification for total amount requested - *please describe how you came to the number above, e.g. based on target population size, percentage of the total child welfare block, number of clients expected to be served, hours per deliverable, etc. (budget should align with the activities described): \****

## Proposal Attachments

Please indicate if additional documentation is included with this submission, acceptable file formats are .docx/m, .pdf, .xlsx, .mpp, .vsd/vss, .jpeg, .psd, .tiff, .ppt/s, .pptx

**Any additional supporting documentation (e.g., project planning documents, additional project narrative)**

**Letters of support/partnership**

Letters of support are included.

## Sign & Submit

*Please sign below prior to submitting the application. If the party preparing the application is not in a leadership role, please include a signature of the appropriate authority, if applicable.*

All fields marked with \* are required and must be filled.

**Primary Contact's Signature \*** 

**Leadership/Authority Signature (if applicable)** BOCC



**FFTA = Family First Transition Act**

<b>Applicant Name/Organization:</b>	Gunnison County					
<b>Name of Proposed Project:</b>	Continuum of Prevention Services					
<b>Project Period: (State Fiscal Year)</b>	<b>From:</b>	4/1/24	<b>To:</b>	9/30/25		
<b>Contact Name, Email &amp; Phone:</b>	Kari Commerford kcommerford@gunnisoncounty.					
<b>INCOME</b>	<b>Budget Year 1</b>		<b>Budget Year 2</b>		<b>Budget Year 3</b>	
	(multi-year requests only)					
<b>Source</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>	<b>Other Sources</b>
FFTA request	\$ 36,766		\$ 212,960			
Other Government Grants & Contracts (specify)						
Other Foundations (specify)						
Individual Contributions						
Fundraising Events/Products						
Patient / Client Fees						
Other (specify)						
<b>Total FFTA</b>			\$ 212,960		\$ -	
<b>Total Other</b>		\$ -		\$ -		\$ -
<b>Total Income</b>		\$ -		\$ 212,960		\$ -

**PROJECT BUDGET  
(continued, if applicable)**

<b>Applicant Name/Organization</b>	Gunnison County					
<b>Name of Proposed Project:</b>	Continuum of Prevention Services					
<b>EXPENSES</b>	<b>Budget Year 1</b>		<b>Budget Year 2</b>		<b>Budget Year 3</b>	
	(multi-year requests only)					
<b>Item</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>	<b>Other Sources</b>	<b>FFTA</b>	<b>Other Sources</b>
Salaries & Wages						

(break down by individual position and indicate full- or part-time)						
In-school support-Mentor \$28/hr/wk/20hr	\$ 12,133		\$ 29,120			
Social Emotional Learning Coordinator - elementary @ 30hrs./wk/\$32/hr.	\$ 9,100		\$ 49,920			
<b>Total Salaries &amp; Wages</b>	<b>\$ 21,233</b>	<b>\$ -</b>	<b>\$ 79,040</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fringe Benefits</b>						
Social emotinal learning coordinator \$6/hr x 30	\$ 2,340		\$ 9,360			
In-school Support \$6/hr x 20	\$ 1,560		\$ 6,240			
<b>Total Fringe Benefits</b>	<b>\$ 3,900</b>	<b>\$ -</b>	<b>\$ 15,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>contracted services</b>						
Parent Support Coordinator 10hr.wk/\$30 x52	\$3,900		\$ 15,600			
Nurturing Parent Program Adult Faciliators x 2 x \$50 x 60hrs. X 2 sessions	\$1,000		\$8,000			
Nurturing Parent Program youth facilitator x 2 x \$35 x 60 x 2 sessions			\$ 8,400			
Inspire Mentor - Gunnison Valley Mentors \$28/hr.wk/20hrs.	\$ 1,233		\$ 29,120			
School-based clinician \$45 x 30hr./wk.x40weeks	\$ 4,000		\$54,000			
Occupancy						
Postage & Delivery						
Printing & Copying						
Professional Development & Training - NPP facilitator training	\$1,500					
Supplies - parent support \$200x8weeks x 2			\$ 3,200			
Telephone / Fax / Internet						
Travel						
Other (specify) ex. Subcontracts						
Indirect Costs*						
<b>Total FFTA</b>	<b>\$ 36,766</b>		<b>\$ 212,960</b>		<b>\$ -</b>	
<b>Total Other</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Total Expenses</b>		<b>\$ 36,766</b>		<b>\$ 212,960</b>		<b>\$ -</b>

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

**Agenda Item:** Intergovernmental Agreement Exchange of Road Maint

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

**Parties to the Agreement:** Montrose County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This intergovernmental Agreement allows for the two Counties to provide services that would otherwise be more difficult and expensive to execute. The services are charged based on actual cost and billed annually.

**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: 2/9/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/6/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/6/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

**INTERGOVERNMENTAL AGREEMENT  
EXCHANGE OF ROAD MAINTENANCE RESPONSIBILITIES**

**THIS INTERGOVERNMENTAL AGREEMENT** made effective on this \_\_\_\_ day of \_\_\_\_\_, 2023, between the **COUNTY OF MONTROSE, STATE OF COLORADO**, who shall hereinafter be referred to as “Montrose” and the **COUNTY OF GUNNISON, STATE OF COLORADO**, who shall hereinafter be referred to as “Gunnison,” both of which entities are political subdivision of the State of Colorado.

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS**, Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for winter snow removal and/or plowing by Montrose on a certain segment of Big Cimarron Road located within Gunnison County; and

**WHEREAS**, Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for non-winter road grading by Gunnison of 864A Road and O84 Road located within Montrose County; and

**WHEREAS**, Montrose and Gunnison desire to enter into an Intergovernmental Agreement for gravel crushed by Montrose within the Soderquist gravel pit for the benefit of Gunnison to use on nearby Gunnison roads. The Soderquist Pit is operated by Montrose and is located on Cimarron Road in Montrose County; and

**WHEREAS**, Montrose and Gunnison deem such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE**, Montrose and Gunnison in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for the provisions of winter and non-winter road maintenance services along with gravel crushing services.

**SECTION I  
TERM OF AGREEMENT**

THE TERM of this Agreement shall be from January 1, 2024, and be pursued with due diligence for a period of one (1) year from the date of this Agreement. This MOU will automatically renew for each calendar year until December 31, 2026 unless otherwise terminated in accordance with Section X below.

## **SECTION II EXCHANGE OF ROAD MAINTENANCE**

1. Montrose shall perform winter snow removal and/or plowing maintenance for Gunnison on Big Cimarron Road as follows:
  - a. Montrose will provide basic “Road Grader” or “Maintainer” snow removal service for Gunnison on the Big Cimarron Road from the current end of Montrose winter maintenance at the Youth with a Mission entrance, south to a convenient turnaround at the Forest Boundary just past the Bear Claw Subdivision. A distance of about 4 miles.
  - b. The snow removal will be provided only in process as an extension of Montrose plowing on the lower portion of the road. Montrose will not plow the 4-mile section of Big Cimarron Road in Gunnison unless the lower portion also needs to be plowed. The intention of this provision is that Montrose shall not be obligated to mobilize its equipment just for this upper 4-mile section.
  
2. Gunnison shall perform non-winter road grading maintenance services on Montrose County Road 864A and O84 Rd as an extension of Gunnison grading maintenance as follows:
  - a. Gunnison will provide “road grader” or “maintainer” grading services for Montrose on 864A Road that is located in Montrose County but is accessed by Gunnison County roads. Grading services will consist of grading the road and pulling ditches if necessary on 3.7 miles of road.
  - b. Gunnison will provide “road grader” or “maintainer” grading services for Montrose on O84 Road for the portion of the road located in Montrose County extending northeast from Highway 92, which provides access to Gunnison County. Grading services will consist of grading the road and pulling ditches if necessary, on 1.1 miles of road.
  - c. Grading services shall be in conjunction with Gunnison’s normal grading schedule and is not intended to be done on a special basis.
  
3. Montrose operates the Soderquist gravel pit located on the Big Cimarron Road in Montrose County. Montrose will provide crushed gravel to Gunnison from the Soderquist gravel pit based on the following:
  - a. From past agreements, Gunnison paid for 2,052 tons of gravel in Montrose’s Cedar Pit. Montrose agrees to allow Gunnison haul the 2,052 tons of gravel from Soderquist Pit, which is closer to Gunnison roads. To date Gunnison has hauled 651 tons, leaving 1,401 tons that has been paid for.
  - b. The gravel shall be loaded using a Montrose loader equipped with a scale.
  - c. The class of gravel requested by Gunnison shall match those specifications already crushed in the Soderquist Pit by Montrose.

### **SECTION III PAYMENT**

Montrose and Gunnison shall charge on a time and materials basis for the services to be provided under this IGA and each entity shall submit invoices specifying the services rendered and the amount of dollars expended. Gravel costs will be charges as outlined in Section II.3.c.

### **SECTION IV RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES**

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Montrose to perform any general road maintenance other than the snow removal and/or plowing on Big Cimarron Road in Gunnison County. Furthermore, it is understood and agreed that Montrose shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing, and that Gunnison shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement.

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison to perform any road maintenance other than grading and pulling ditches on County Road 864A and O84 Rd. Montrose shall be responsible for culverts and graveling on said roads. Furthermore, it is understood and agreed that Gunnison shall not be held liable for any road infrastructure damages that occur as a result of such grading, and that Montrose shall be solely responsible for any such road infrastructure repair or maintenance required as a result of road grading performed under this Agreement.

Montrose and Gunnison specifically understand and agree that contracting for gravel crushing services shall be the responsibility of Montrose.

Nothing in this agreement is or shall be construed to be a waiver by either party of governmental immunity.

### **SECTION V RECORDS**

Montrose and Gunnison shall maintain records of the time and materials spent performing the services described in this Agreement. Such records shall be available upon request.

### **SECTION VI WORKER'S COMPENSATION AND DAMAGES TO EQUIPMENT**

Each party shall be responsible for its own employees and equipment while performing services under this Agreement. Any and all injuries to employees and/or damages to equipment shall be subject to the respective party's insurance coverages, and the other party is expressly held harmless as to the injuries and/or damages suffered by the employees and/or equipment.

**SECTION VII  
NON-ASSIGNABILITY**

Neither party hereto shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

**SECTION VIII  
BINDING EFFECT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX  
AMENDMENTS**

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION X  
TERMINATION**

It is understood and agreed by and between Montrose and Gunnison that this Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

**APPROVED** on \_\_\_\_\_, 2023 by Montrose County Board of County Commissioners.

ATTEST:

COUNTY OF MONTROSE,  
STATE OF COLORADO

\_\_\_\_\_  
Deputy Clerk and Recorder

\_\_\_\_\_  
Sue Hanson, Chair

**APPROVED** on \_\_\_\_\_, 2023 by Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON,  
STATE OF COLORADO

\_\_\_\_\_  
Deputy Clerk

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



## **Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project**

**Background:** Cheatgrass has risen in priority risk in the Gunnison Basin. The partners recognize the importance of mapping, treating, and restoring cheatgrass infested areas as essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome.

**Purpose:** The purpose of this MOU is to establish a collaborative partnership between Rocky Mountain Bird Observatory DBA Bird Conservancy of the Rockies (Bird Conservancy), United States Fish and Wildlife Service (USFWS), and Gunnison County (“the partners”) to map priority locations for cheatgrass removal (“the project”). The project is described in the Statement of Work - Attachment A below.

### **Terms and Conditions**

- ***Scope of Partnership:***

- The partnership will include the development of a map/maps that determine strategic locations for efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analyses within a systematic conservation planning framework. The prioritization map(s) will be leveraged by Gunnison County’s cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin.

- ***Roles and Responsibilities:***

- Bird Conservancy is responsible for identifying local priorities, gathering community feedback, and incorporating these insights into a systematic conservation planning framework. This framework will enable the mapping of strategic locations (prioritization) for efficient, cost-effective cheatgrass treatment and restoration efforts given local priorities and constraints. Bird Conservancy will also lead planning meetings with the cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of the prioritization
- The USFWS will act as the primary point of contact for Bird Conservancy and facilitate communication among the partners, the cheatgrass coordinator, and the cheatgrass strike team. USFWS will be responsible for approving deliverables completed by Bird Conservancy and submitted to Gunnison County for payment
- Gunnison County will approve and release payment to Bird Conservancy upon satisfactory completion of deliverables.

### ***Contribution:***

- USFWS will contribute \$85,664 in funding (CFDA # 15.657) to support stakeholder coordination, compile essential data layers and products, and develop the final prioritization map(s).
- Bird Conservancy will develop prioritization map(s) with overlain information about Gunnison sage-grouse, land ownership status, fire threat, and other relevant information as determined by local priorities.

- Gunnison County will distribute payment upon satisfactory completion of project deliverables, and will assist Bird Conservancy in gaining access to Gunnison County mapping data/products that will be used in the spatial prioritization.

***Duration:***

The initial term of this MOU is one year (expiring Dec 31, 2024), with provisions for renewal upon mutual agreement

***Amendments:***

Amendments to this MOU may be made with the written consent of all partners.

**Bird Conservancy of the Rockies**

By: Whit Blair  
Print Name - Authorized Representative

*Whit Blair*  
Whit Blair (Jan 26, 2024 13:40 MST)

Signature

Title: Wildlife Biologist

Date: 1/26/2024

**U.S. Fish and Wildlife Service**

By: Tammy VerCauteren  
Print Name - Authorized Representative

*Tammy VerCauteren*  
Tammy VerCauteren (Dec 12, 2023 15:23 MST)

Signature

Title: Executive Director

Date: 12-12-2023

**Gunnison County**

By: \_\_\_\_\_  
Print Name - Authorized Representative

\_\_\_\_\_  
Signature

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

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

## Appendix A

### Project Narrative and Scope of Work

**Project title:** Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2022  
(Cheatgrass Portion)

**Statement of need:** Cheatgrass has risen in priority risk in the Basin: mapping, treating, and restoring is essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome. Accurate maps that identify where an invasive species occurs is the first step in taking management action. Thus, funding will support extensive efforts to map, at high spatial resolution (0.5 m), cheatgrass invasion within the Basin, as well as sagebrush, perennial grass bare ground, and conifer cover. The cheatgrass map deliverable will be analyzed by Bird Conservancy of the Rockies (BCR) to determine strategic locations for efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analysis. The prioritization map will be leveraged by Gunnison County's cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin. Funding will also support the success of the cheatgrass coordinator position to begin on-the-ground efforts, prioritizing private land treatments in proximity to federal lands being treated simultaneously. The BLM, USFS, NRCS, and CPW will provide technical assistance to the coordinator so that cross-boundary treatments are conducted to meaningfully target, treat, and restore at-risk and rangeland/converted sagebrush. Monitoring and research of the efforts will be further supported by our partnership with Western Colorado University through graduate student research, and community and non-profit technical assistance will further improve the collaborative engagement of the project.

Collectively, our project outcomes will protect and enhance existing, intact sagebrush and restore wet meadows, two critical habitats for the federally threatened Gunnison Sage-grouse and sagebrush-obligated and associated species. Collaborative, cross-jurisdictional partnerships will leverage the USFWS' investment to deliver a strategic approach of restoration and invasive annual grass treatment across private, federal, and tribal land in the Basin. Monitoring efforts will evaluate the return on investment and help guide approaches to replicate successes in other occupied areas for the Gunnison Sage-grouse. This proactive, strategic approach will prevent further invasion of cheatgrass before detrimental habitat conversion can occur and will serve to further bolster collaborative, locally led conservation initiatives.

#### **Project objectives:**

**Goal 1:** *Determine cheatgrass prevalence and location within the Basin.* Contract Open Range Consulting to deliver high-resolution (0.5 m) raster of cheatgrass, sagebrush, perennial grass, bare ground, and conifer cover that will inform spatial prioritization/decision-support maps.

**Goal 2:** *Prioritize areas for herbicide treatment to ensure the best return on investment.* In Fall 2023, BCR will identify local priorities with partners (ex: Gunnison Sage-grouse active leks, big game winter range, sagebrush-obligate songbird abundance, % sagebrush

cover, % perennial grass cover, recreation access, sensitive waterways, etc.). Output will be a list of co-variables to be used in model prioritization, provided to USFWS by December 31, 2024. BCR will utilize stakeholder-driven priorities to develop a decision-support map using systematic conservation planning tools and software. Output will be spatially explicit maps of treatment areas (polygons) that maximize stakeholder priorities while minimizing treatment cost.

**Goal 3: *Implement cheatgrass treatments.*** Host multiple planning meetings in spring 2024 with cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of BCR prioritization modeling and create phased approach for herbicide treatment through a Gunnison Basin Cheatgrass Treatment Plan. Conduct cross-jurisdictional herbicide treatment of cheatgrass occurring from June – November 2025 to 2026 through a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. Funding for chemical, cheatgrass coordinator, and strike teams will support the estimated treatment of up to 1,000 acres with the potential for the chemical to support further efforts. These early planning efforts will support even more acreage treated, well into the future, beyond the duration of this funding.

**Goal 4: *Share success with partners to replicate outcomes in new geographies and research and collaborate to improve efforts.*** Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach.

**Expected deliverables:** Open Range Consulting will be contracted to create a high resolution map of land cover types within the Gunnison Basin, most importantly a 0.5m resolution map of cheatgrass presence. The Bird Conservancy of the Rockies will be contracted to take the Open Range Consulting map and further develop a prioritization map with overlain information about Gunnison sage-grouse, land ownership status, fire threat, and other relevant information. The cheatgrass coordinator will receive funding to develop a three-year treatment plan that will include follow-up for a spatially randomized sampling design and will complement UGRWCD efforts to collect and assess vegetation community response over three years post-restoration. This will enable effectiveness monitoring of project outcomes and their ability to meet management objectives.

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

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**Agenda Item:** Submittal Letter for Application for Rebuilding Am

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This letter indicates BOCC approval for the submission of a grant application for the RAISE program for the construction of the Brush Creek Intersection

**Fiscal Impact:**

**Submitted by:** MARTIN SCHMIDT

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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February 20, 2024

The Honorable Pete Buttigieg  
Secretary  
US Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

**RE: Submittal of Application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program**

Dear Mr. Buttigieg:

I am pleased to support Gunnison County's submittal of an application for a FY24 RAISE Grant to advance design public infrastructure in Gunnison County that will make access to jobs safer and more affordable for the nearly 1,800 people who work in the tourism industry. This project is a showcase opportunity for the Biden-Harris Administration to move forward its equity agenda by focusing on the nexus of infrastructure and mobility and housing affordability.

This project combines the needs of the community, providing 255 affordable housing units, transit connectivity, safer roads through intersection improvements, community place making, and environmental improvements. Our proposal will provide the design necessary to build a roundabout, pedestrian underpass, transit stops, and link to a transit hub, all aligning with the goals of the state and federal government for equity, sustainability, quality of life, economic impact and environmental improvement.

We have the funds for the match required by this submittal. We appreciate the opportunity that this program offers for rural governments to apply for funding for projects that we do not have the financial resources to build without financial support.

Sincerely,

Jonathan Houck, Chairperson  
Board of County Commissioners

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

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**Agenda Item:** Support of Application for Rebuilding American Inf

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is a letter of support for the RAISE grant that would be used to fund the Brush Creek intersection improvements.

**Fiscal Impact:**

**Submitted by:** MARTIN SCHMIDT

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/14/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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**Public Works Department**  
195 Basin Park Drive, Gunnison, CO 81230  
Phone: 970-641-0044

## MEMORANDUM

DATE: 2/20/2024

TO: BOCC

FROM: Gunnison County Public Works

SUBJECT: RAISE Grant Application

This project combines the needs of the community, providing 255 affordable housing units, transit connectivity, trail connections, safer roads through intersection improvements, community place making, and environmental improvements. Our proposal will provide the design necessary to build a roundabout, pedestrian underpass, transit stops, trails, and link to a transit hub, all aligning with the goals of the state and federal government for equity, sustainability, quality of life, economic impact and environmental improvement.

Most of the project, except for the multi-use trail, is located approximately two miles south of Crested Butte on Highway 135 near the intersection of Brush Creek Road near the planned Whetstone affordable and workforce housing development. The funding received from this grant would allow us to update this data and finish the planning and design process, including: 50% and 100% design plans for the roundabout, underpass, bus stop and trail. The design process has, and will continue to be, a collaborative effort with stakeholders and the public.

The grant budget will be used to develop full engineering plans for the project including all roadway, pedestrian/ bicycle and bus stop design elements as well as extensive stakeholder and public outreach. Engineering design plans at a 100% design level will be produced for the roundabout, underpass and bus stop and will include the following:

- Title Sheet
- Typical Sections
- Roadway Pavement Details
- Roadway plans
- Preliminary Storm Sewer and Drainage plans
- Roadway profiles
- Pavement Marking and Signage
- Preliminary Cross Sections
- Maintenance of Traffic (MOT) Concept
- Quantities and preliminary Estimate of Probable Cost
- Permit applications
- Utility coordination and relocation plans

The remainder of the grant funds will be used to construct the designed improvements.

The grant funds are federal and originate from the passage of the Infrastructure Investment and Jobs Act. The County submitted an application in 2023, and while not successful, were ranked high enough that we were strongly encouraged to reapply during this cycle in 2024. The thresholds for receiving funds from this grant program were adjusted so that smaller rural areas have a better opportunity to succeed. In order to be competitive staff secured Mead and Hunt to assist with the application. The grant request is for the entire probable cost of the remainder of the project, \$9,800,000, where the County would be responsible for 10% matching funds. Staff anticipates that the grant process, federal contracting, and bidding the project will fill the remainder of 2024. If awarded, the match would be approximately \$980,000. Staff would anticipate finishing the design effort by early 2025 and beginning construction in 2025.

Preliminary rendering of underpass and transit stops:



The following areas of improvement and opportunity have been identified, rendered, and will be funded through this grant:

## SAFETY

A new roundabout lowers vehicle speeds, reducing the risk for fatal crashes, and the severity of injury crashes. A new multi-use trail creates a safe option for bicyclists and pedestrians to travel from Whetstone to Crested Butte. New ADA bus stops and pullouts create a safe place for pedestrians of all abilities to board. The new underpass creates a safe passage under Hwy 135 to access bus stops, the bike trail and a potential new school.



## ENVIRONMENTAL SUSTAINABILITY

The new housing at Whetstone will reduce commute time for residents from 27 miles to 2 miles. A new multimodal trail will create an environmentally clean way to commute to work or recreate. The roundabout reduces GHG by reducing vehicle idling when compared to a traffic signal. Project is consistent with the Gunnison County Climate Change Mitigation Plan which promotes building efficiency and electrification, workforce housing near jobs, and a reduction in average vehicle miles traveled.

## QUALITY OF LIFE

Affordable local workforce housing, 2 miles from Crested Butte, reduces the stress of living in an unaffordable community, or being forced to move farther away to afford housing. Free transportation options including the regional bus service and bicycle trail, also reduces stress for low-income families and improves quality of life.



## IMPROVES MOBILITY AND COMMUNITY CONNECTIVITY

A new underpass provides a connection to the new bus stops and multi-use trail. The regional bus provides free regional access to Crested Butte, where passengers can connect to local transit service in Crested Butte and Mount Crested Butte. The bike trail provides a new safe route to Crested Butte off of busy Highway 135.

## ECONOMIC COMPETITIVENESS AND OPPORTUNITY

Affordable and workforce housing in Whetstone will help Crested Butte and Mount Crested Butte improve their economic situation by having a larger pool of employees living minutes from the towns where they work.



## STATE OF GOOD REPAIR

State of good repair will be improved by adding new infrastructure to this rural community, including a roundabout, underpass, multi-use trail, and bus stops. Improvements may help with maintenance issues due to the road's slope, an adjacent culvert, and ice buildup.

## PARTNERSHIP AND COLLABORATION

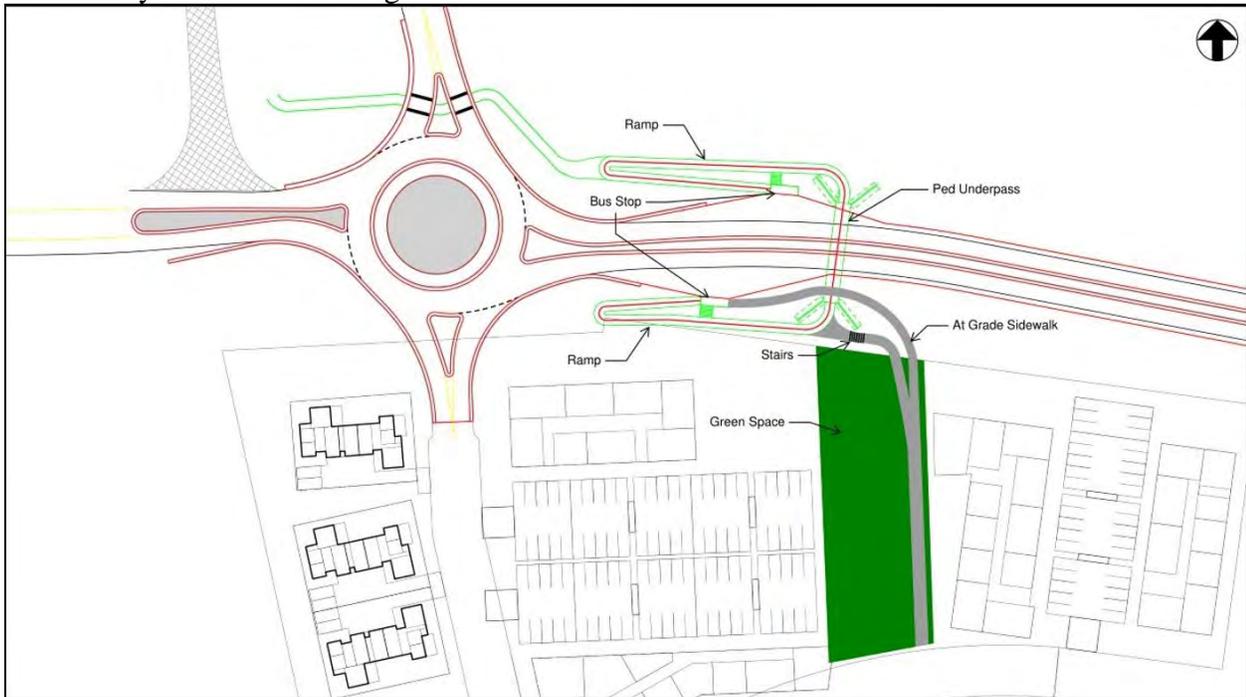
Community and stakeholder engagement has included: five site walks; online engagement and Communication; virtual work sessions; a design charrette with 30-35 people; meetings with 11 local and regional developers; financing/funding discussions with the Department of Local Affairs (DOLA) and Colorado Housing and Finance Authority (CHFA); and transportation discussions with CDOT, Mountain Express, GVRTA.



## INNOVATION

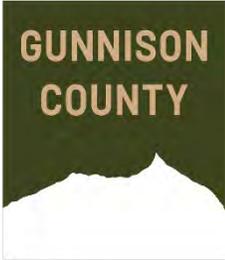
A rural multimodal intersection is innovative by providing unique design elements including a roundabout, underpass, bus shelter and trailhead. The roundabout will slow down traffic and create a safer place for pedestrians and bicyclists to travel. New ADA designed bus pull-outs will provide passengers of all abilities with safe access to the bus at a safe distance from the highway. A new underpass will provide a safe passage for pedestrians and bicyclists to cross the highway and access the bus stop and trail. Whetstone housing will use green building standards in line with Gunnison County's Climate Action Plan.

Preliminary Roundabout Design:



Staff is requesting that the Board sign the attached letter of support/submittal for this grant opportunity.

Martin W. Schmidt  
Assistant County Manager for Public Works  
mschmidt@gunnisoncounty.org



February 20, 2024

The Honorable Pete Buttigieg Secretary  
US Department of Transportation  
1200 New Jersey Avenue, SE Washington,  
DC 20590

**RE: Support of Application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE)  
Grant Program**

Dear Mr. Buttigieg

We are pleased to offer our support for Gunnison County's FY24 RAISE Grant application to advance public infrastructure in Gunnison County, making access to jobs safer and more affordable for the nearly 1,800 people who work in our essential tourism industry. This project is a showcase opportunity for the Biden-Harris Administration to move forward its equity agenda by focusing on the nexus of infrastructure, mobility, and housing affordability.

Colorado's rural affordable housing crisis is nowhere more evident than in Crested Butte, where many lower-wage workers must commute 25 - 30 miles by bus. The Whetstone community development will provide housing security for essential members of the community who have been facing housing challenges such as overcrowding, low quality/high utility cost, rising rents, or being frequently forced to move (due to home sales and conversions to short term rentals).

However, the cost of public infrastructure is a huge barrier to many rural workforce housing projects, with the Whetstone project being no exception. Roadway improvements, transit access, and bicycle/ pedestrian facilities alone are anticipated to cost \$10 million due to the difficult construction environment on the western slope. The Whetstone workforce housing project cannot move forward without the planned road improvements. The RAISE grant will be used for design development activities and construction of the roadway infrastructure.

The proposed roundabout, pedestrian tunnel, and transit hub project meets all of the economic, quality of life, and equity goals of the RAISE program. A variety of partners are collaborating and invested in the success of the Whetstone workforce housing project that will be enabled through the RAISE grant and other local sources.

This is an important project to the community and economic sustainability of Gunnison County, and we strongly urge your support of Gunnison County's grant application.

*Sincerely,*

Gunnison County Board of Commissioners

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Johnathan Houck  
Commissioner

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Liz Smith  
Commissioner

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Laura Puckett-Daniels  
Commissioner

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

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

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This Mutual Release and Settlement agreement, made and entered between the Board of County Commissioners of the County of Gunnison, Colorado (Plaintiff) and Blue Mesa Baptist Church and Brvon Roberts (Defendants).

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/6/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/6/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT, made and entered into the 5<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado (Plaintiff) and Blue Mesa Baptist Church and Bryon Roberts (Defendants).

AS MATERIAL REPRESENTATIONS to this RELEASE AND SETTLEMENT AGREEMENT, the parties recite the following.

A. WHEREAS, Plaintiff sued Defendants in the District Court, Gunnison County, Colorado, case number 2023CV30020 (the Lawsuit).

B. WHEREAS, after negotiations, Plaintiff and Defendant have resolved their differences, and by entering into this settlement agreement reduce to writing their understanding.

C. WHEREAS, the parties, through this settlement agreement, seek to resolve and compromise this dispute without waiver of their respective legal positions and without anything in this agreement being construed as an admission of fact, liability or the state of the law regarding a particular issue involved in this case.

NOW THEREFORE, in consideration of the representations, covenants, and conditions contained herein, the parties agree as follows.

1. BUILDING CODE COMPLIANCE – RESIDENTIAL ADDITION. Defendants will come into compliance with Gunnison County building code requirements by submitting a Building Permit Application within four (4) months of the effective date of this Agreement for the residential addition referenced in the July 5, 2023 Staff report, attached as Ex. 1 to this Agreement. The Building Permit Application shall be complete to allow Plaintiff to issue a Building Permit within twelve (12) months of the effective date of this Agreement. The Building Permit shall be either for (1) the demolition of the residential addition or (2) bringing the residential addition into code compliance. If the Building Permit is for bringing the residential addition into code compliance, Defendants shall retrofit or modify the structure at issue as follows to the standards set forth in Gunnison County's adopted codes, including the International Building Code, the International Energy Conservation Code, and the International Residential Code, to be completed no later than eighteen (18) months after the effective date of this agreement as evidenced by:

- a. Construction of legal egress for any room used for sleeping.
- b. Installation of fire protection equipment, including smoke detector(s) and carbon monoxide alarm(s).
- c. Electric installation oversight as required by the Colorado Electrical Board.

- d. Compliance with Gunnison County's *Land Use Resolution* ("LUR") Section 13-114 concerning exterior lighting.
- e. Submission of a report from a Colorado licensed engineer verifying that the addition meets the minimum building code requirements for structural strength and stability.
- f. Installation of heating.

2. BUILDING CODE COMPLIANCE – ACCESS RAMP. Defendants will come into compliance with Gunnison County building code requirements by submitting a Building Permit Application within four (4) months of the effective date of this Agreement to remedy the access ramp, as described in the July 5, 2023 Staff Report (Ex. 1). The Building Permit Application shall be complete to allow Plaintiff to issue a Building Permit within twelve (12) months of the effective date of this Agreement. Defendants shall retrofit or modify the access ramp to the standards set forth in Gunnison County's adopted codes, including the International Building Code, to be completed no later than eighteen (18) months after the effective date of this agreement as evidenced by:

- a. Addition of a hand rail.
- b. Addition of a landing at the bottom of the access ramp.

3. DECLARATION REGARDING USE OF RECREATIONAL VEHICLE. Defendants declare that the onsite recreational vehicle ("RV") will not be occupied for more than fourteen (14) days during any consecutive three-month period, as required by LUR Section 9-509.

4. OWTS COMPLIANCE. Defendants will come into compliance with Gunnison County's On-Site Wastewater Treatment System ("OWTS") Regulations by submitting an OWTS Permit Application within four (4) months of the effective date of this Agreement. The OWTS Permit Application shall be complete to allow Plaintiff to issue an OWTS Permit within twelve (12) months of the effective date of this Agreement. Defendants shall comply with all applicable steps outlined in such Permit Application, to be completed no later than eighteen (18) months after the effective date of this agreement. Such applicable steps include:

- a. Providing a Site and Soil Evaluation.
- b. Providing a System Design Document.
- c. Providing verification from a licensed OWTS inspector that the septic tank is functioning and will support the proposed use of the OWTS system, including any use from the additional bedroom or additional structures on the property.
- d. Compliance with a site inspection before backfill.

5. MUTUAL RELEASE. The parties, on behalf of themselves their agents, representatives, assigns and attorneys, hereby release, acquit and forever discharge each other, their agents, representatives, assigns and attorneys, from any and all claims, actions, causes of action, suits and demand for damages, costs, expenses, compensation, liabilities, attorney's fees, and consequential damages, which they now have, or may have in the future on account of or arising out of any matter, thing, or event, whether known or unknown, which has happened, developed, or occurred, or may occur in the future, in respect to anything related, in any way whatsoever, directly or indirectly, to the matter that were alleged or could have been alleged in the Lawsuit.

6. DISMISSAL WITH PREJUDICE. Plaintiff and Defendants hereby direct their respective attorneys to execute such papers and to take such other action as is necessary and appropriate to effectuate the terms of this agreement, including but not limited to filing a stipulation for dismissal with prejudice the Lawsuit.

7. NO ADMISSION OF LIABILITY. The performance of any covenants as contained herein, nor anything else contained or incorporated herein, shall be deemed, nor shall the negotiation, execution and performance of this settlement agreement constitute, any admission or concession of liability or wrongdoing on the part of any party, or any other form of admission with respect to any matter, thing or dispute whatsoever. Any such liability or wrongdoing is expressly denied.

8. EFFECT OF AGREEMENT. This settlement agreement, when signed by the parties, pursuant to C.R.S. § 13-22-308, may be presented to the court by any party or their attorneys, if any, as a stipulation and, if approved by the court, shall be enforceable as an order of the court.

9. WAIVER OF MISTAKE. Each party acknowledges that he, she or it may hereafter discover facts or law different from, or in addition to, those that he, she or it now knows or believes to be true with respect to the claims released above and agrees that this settlement agreement shall be and remain effective in all respects, notwithstanding such different or additional facts or law, or the discovery thereof. The parties each expressly waive the benefits of any statutory provision or common law rule that provides, in sum or substance, that a release does not extend to claims that the party does not know or suspect exists in its favor at the time of executing the release, which, if known by it, would have materially affected its settlement with the other party or parties.

10. SCOPE OF RELEASE. The parties agree never to assert that any person or entity was not released by operation of this settlement agreement merely because such person or entity was described herein by classification or title instead of personal name. The parties agree that there are no intended or incidental third-party beneficiaries of this agreement or any of the promises of the parties contained herein.

11. SURVIVAL. All agreements and obligations of the parties under this settlement agreement shall survive execution and delivery and are not released or effected hereby.

12. SAVINGS CLAUSE. Should any provision of this settlement agreement be held illegal, such illegality shall not invalidate the whole of this agreement; instead, this settlement agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

13. WARRANTY OF AUTHORITY. Each party represents and warrants that he, she or it has the full power and authority to enter into this settlement agreement and to perform all transactions, duties and other obligations herein set forth. Each signatory to this settlement agreement who signs on behalf of a party represents and warrants that he or she has the authority to sign on behalf of that party.

14. ATTORNEY FEES AND COSTS. Except as set forth above, the parties shall each bear their own respective attorney's fees and costs relative to the prosecution and defense of the Lawsuit.

15. BINDING EFFECT. This settlement agreement shall be binding upon and for the benefit of the parties and their respective heirs, administrators, executors, conservators, personal representatives, predecessors, successors, parents, subsidiaries, affiliates, divisions, officers, directors, trustees, agents, employees, shareholders, partners, representatives, insurers and assigns.

16. REPRESENTATION BY LEGAL COUNSEL. Each party warrants that he, she or it is represented by counsel with respect to this settlement agreement and all matters covered by it; that he, she or it has been fully advised by such counsel with respect to he, she or its rights and obligations with respect to the execution of this settlement agreement.

17. CHOICE OF LAW. This settlement agreement shall be construed and enforced pursuant to the laws of the State of Colorado. The courts of the State of Colorado shall have exclusive jurisdiction to enforce or resolve any dispute arising from this agreement; venue for any such action shall be exclusively in Gunnison County.

18. CONSTRUCTION. The language of this settlement agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or was principally responsible for drafting the agreement or any specific term or condition thereof. This settlement agreement shall be deemed to have been drafted by all parties, and no party shall urge otherwise.

19. AMENDMENTS. This settlement agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by writing duly executed by an authorized representative of each party.

20. HEADINGS. The headings in this settlement agreement are for convenience only. They in no way limit, alter or affect the meaning of this agreement.

21. **COUNTERPARTS.** This settlement agreement may be executed in multiple originals, each of which is equally admissible in evidence and shall be deemed to be one and the same instrument. This settlement agreement shall not take effect until each party has signed a counterpart.

IN WITNESS WHEREOF, the parties have executed this settlement agreement as of the day and year first written above.

**PLAINTIFF:**

  
\_\_\_\_\_  
Matthew Birnie  
County Manager of  
Gunnison County, Colorado

**DEFENDANTS:**

  
\_\_\_\_\_  
Bryon Roberts, Personally,  
and as Pastor of the  
Blue Mesa Baptist Church

**Approved as to Form and Content**

  
\_\_\_\_\_  
Alex San Filippo-Rosser  
Attorney for Plaintiff

  
\_\_\_\_\_  
Justin T. North  
Attorney for Defendants

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

**Agenda Item:** Contract for Services, Memorandum of Agreement, Co

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Town of Mt. Crested Butte

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Grant contract for GCSAPP youth programming.

**Fiscal Impact:** \$4,000

**Submitted by:** Emily Mirza

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/14/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally problematic: Paragraphs 4 and 9(c) only acknowledge governmental immunity on as to Mt. CB. Paragraph 4 also tries to shift all liability under the agreement to the County. CAO recommends against it but it is ultimately a business decision for the BoCC.

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/15/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

CONTRACT FOR SERVICES  
Memorandum of Agreement  
Community Non-Profits

This Memorandum of Agreement ("MOA") made effective this 30<sup>th</sup> day of January, 2024, is by and between TOWN OF MT. CRESTED BUTTE, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "TOWN", and GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT a non-profit entity in the State of Colorado, hereinafter called "GCSAPP".

RECITALS

WHEREAS, GCSAPP applied for and was awarded a Contract for Services for Community Non-Profits which is designed to support programs or services which meet the needs and desires of the residents, businesses and visitors within the Gunnison Valley; and

WHEREAS, TOWN believes it to be in the interest of the citizens of the TOWN OF MT. CRESTED BUTTE for TOWN to contract for GCSAPP to perform certain services to the community; and

WHEREAS, TOWN 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, 2024 and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) TOWN hereby agrees to provide the funds previously appropriated and budgeted to GCSAPP in the amount of Four Thousand Dollars and No Cents (\$4,000.00), within thirty (30) days of execution of this agreement to be used for the following objectives:

1) Youth Leadership Programming and Youth Wellness

- (b) This Agreement is subject to TOWN making an annual budget appropriation in an amount sufficient to fund this Agreement. If TOWN fails or refuses to make such an appropriation, TOWN reserves the right to terminate this Agreement without penalty to GCSAPP pursuant to paragraph 10 of this Agreement.
- (c) TOWN reserves the right to amend this agreement to reduce the contribution stated herein if the 2023 TOWN audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) GCSAPP agrees to acknowledge the financial support of the TOWN OF MT. CRESTED BUTTE in advertising and promotional literature. Copies of such advertising and literature must be provided to the Town Clerk of the TOWN 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) GCSAPP agrees to provide the TOWN with a synopsis of the program's accomplishments to date during the term of this agreement no later than October 31, 2024, which includes the program's actual revenues and expenditures. The synopsis must also include GCSAPP's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Town Clerk of the TOWN pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) GCSAPP agrees to demonstrate on-going efforts to cooperate and collaborate with other community-based organizations and groups.
- (d) GCSAPP agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the TOWN OF MT. CRESTED BUTTE).

4. GOVERNMENT IMMUNITY.

GCSAPP understands that TOWN is relying on and does 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. GCSAPP agrees that it shall be solely responsible for liabilities arising from the acts or omissions of GCSAPP officers and employees in connection with the provision of services under this Agreement.



8. 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.

9. 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 TOWN of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. 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.

11. 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.

12. 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.

13. 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.

TOWN OF MT. CRESTED BUTTE

By: Carlos Velado  
Carlos Velado, Town Manager

ATTEST:

Tiffany O'Connell  
Tiffany O'Connell, CMC  
Town Clerk

GUNNISON COUNTY SUBSTANCE ABUSE  
PREVENTION PROJECT

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

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

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**Agenda Item:** Gunnison Conservation District; County Aid Agreeeme

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Conservation District County Aid Agreement for 2024

**Fiscal Impact:** 8,000

**Submitted by:** Lupita Halligan

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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## COUNTY AID AGREEMENT

**Project Title:** GUNNISON CONSERVATION DISTRICT  
**Award Period:** JANUARY 1, 2024 TO DECEMBER 31, 2024  
**Award:** \$8,000

### PARTIES TO AGREEMENT

**GUNNISON COUNTY:** The Board of County Commissioners of the County of Gunnison,  
State of Colorado (the “Board”, the “County” or “Gunnison County”)  
**Address:** 200 E Virginia Ave  
Gunnison CO 81230  
**Telephone:** (970) 641-0248  
**Facsimile:** (970) 641-3061

**RECIPIENT:**  
**Address:** **Gunnison Conservation District**  
**216 N. Colorado St**  
**Gunnison, Colorado 81230**  
**Contact Name:** **Bill Ketterhagen, President**  
**Telephone:** (970) 306-9020  
**Email:** bketterhagen@gmail.com

### RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.
- Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eight Thousand and No/100 U.S. dollars (**\$8,000**) (the

“Award”). The Award shall be used by Recipient to assist the County consistent with Recipient’s current mission and operations and to help promote the County’s Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan (“Project”).

**3. Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board’s prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

**4. Authorized Representative.** Katherine Haase, (the “Authorized Representative”), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

**5. Payment of Award.** Subject to the Board’s determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**6. Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

**7. Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

**8. Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

**9. Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

**10. Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

**11. Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

**12. Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

**13. No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**14. Audits and Accounting.** Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

**15. Inspection.** The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

**16. Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

**17. Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

**18. Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:                      Gunnison County Community  
Administration Department  
Katherine Haase  
200 E Virginia Ave  
Gunnison, CO 81230  
(970) 641-0248  
Email khaase@gunnisoncounty.org

with a copy to:                              Gunnison County Attorney's Office  
200 E Virginia Ave  
Gunnison CO 81230  
(970) 641-5300  
E-mail dbishop@gunnisoncounty.org

and by the County to:                      Gunnison Conservation District  
216 N. Colorado St  
Gunnison, Colorado 81230  
Bill Ketterhagen, President  
(970) 306-9020  
Email: bketterhagen@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**19. Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

**20. Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

**21. Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**RECIPIENT: GUNNISON CONSERVATION DISTRICT**

Signature: 

Name: Bill Ketterhagen

Title: President

Date: 2/4/2024

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON**

**APPROVED:**

\_\_\_\_\_  
**Matthew Birnie  
County Manager**

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

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

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**Agenda Item:** Gunnison Country Food Pantry County Aid Agreement;

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Food Pantry County Aid Agreement for 2024

**Fiscal Impact:** 12,000

**Submitted by:** Lupita Halligan

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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## COUNTY AID AGREEMENT

**Project Title:** GUNNISON COUNTRY FOOD PANTRY  
**Award Period:** JANUARY 1, 2024 TO DECEMBER 31, 2024  
**Award:** \$12,000

### PARTIES TO AGREEMENT

**GUNNISON COUNTY:** The Board of County Commissioners of the County of Gunnison,  
State of Colorado (the “Board”, the “County” or “Gunnison County”)  
**Address:** 200 E Virginia Ave  
Gunnison CO 81230  
**Telephone:** (970) 641-0248  
**Facsimile:** (970) 641-3061

**RECIPIENT:**  
**Address:** **Gunnison Country Food Pantry**  
**PO Box 7077**  
**Gunnison, Colorado 81230**  
**Contact Name:** **Jodi Payne**  
**Telephone:** (970) 641-4156  
**Email:** Director@gunnisoncountryfoodpantry.org

### RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.
- Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Twelve Thousand and No/100 U.S. dollars (**\$12,000**) (the

“Award”). The Award shall be used by Recipient to assist the County consistent with Recipient’s current mission and operations and to help promote the County’s Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan (“Project”).

**3. Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board’s prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

**4. Authorized Representative.** Katherine Haase, (the “Authorized Representative”), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

**5. Payment of Award.** Subject to the Board’s determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**6. Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

**7. Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

**8. Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

**9. Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

**10. Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

**11. Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

**12. Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

**13. No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**14. Audits and Accounting.** Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

**15. Inspection.** The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

**16. Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

**17. Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

**18. Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:                      Gunnison County Community Administration  
Department  
Katherine Haase  
200 E Virginia Ave  
Gunnison, CO 81230  
(970) 641-0248  
Email khaase@gunnisoncounty.org

with a copy to:                              Gunnison County Attorney's Office  
200 E Virginia Ave  
Gunnison CO 81230  
(970) 641-5300  
E-mail dbishop@gunnisoncounty.org

and by the County to:                      Gunnison Country Food Pantry  
PO Box 7077  
Gunnison, Colorado 81230  
Jodi Payne  
(970) 641-4156  
Email:Director@gunnisoncountryfoodpantry.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**19. Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

**20. Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

**21. Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_ 2024.

**RECIPIENT: GUNNISON COUNTRY FOOD PANTRY**

Signature: Jodi Payne  
Name: Jodi Payne  
Title: Executive Director  
Date: 02/06/2024

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON**

**APPROVED:**

\_\_\_\_\_  
**Matthew Birnie  
County Manager**

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

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

**Agenda Item:** Project Hope of Gunnison Valley; County Aid Agreeem

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Project Hope County Aid Agreement for 2024

**Fiscal Impact:** 10,500

**Submitted by:** Lupita Halligan

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

## COUNTY AID AGREEMENT

**Project Title:** PROJECT HOPE OF GUNNISON VALLEY  
**Award Period:** JANUARY 1, 2024 TO DECEMBER 31, 2024  
**Award:** \$10,500

### PARTIES TO AGREEMENT

**GUNNISON COUNTY:** The Board of County Commissioners of the County of Gunnison,  
State of Colorado (the "Board", the "County" or "Gunnison County")  
**Address:** 200 E Virginia Ave  
Gunnison CO 81230  
**Telephone:** (970) 641-0248  
**Facsimile:** (970) 641-3061

**RECIPIENT:**  
**Address:** **Project Hope of Gunnison Valley**  
**PO Box 1812**  
**Gunnison, Colorado 81230**  
**Contact Name:** **Amy Kirschbaum**  
**Telephone:** (970) 641-2712  
**Email:** director@hope4gv.org

### RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Ten Thousand and Five Hundred U.S. dollars (**\$10,500**) (the

“Award”). The Award shall be used by Recipient to assist the County consistent with Recipient’s current mission and operations and to help promote the County’s Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan (“Project”).

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board’s prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the “Authorized Representative”), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board’s determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

**11. Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

**12. Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

**13. No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**14. Audits and Accounting.** Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

**15. Inspection.** The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

**16. Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

**17. Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

**18. Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:                   Gunnison County Community  
Administration Department  
Katherine Haase  
200 E Virginia Ave  
Gunnison, CO 81230  
(970) 641-0248  
Email khaase@gunnisoncounty.org

with a copy to:                         Gunnison County Attorney's Office  
200 E Virginia Ave  
Gunnison CO 81230  
(970) 641-5300  
E-mail dbishop@gunnisoncounty.org

and by the County to:                 Project Hope of Gunnison Valley  
PO Box 1812  
Gunnison, Colorado 81230  
Amy Kirschbaum  
(970) 641-2712  
Email:director@hope4gv.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**19. Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

**20. Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

**21. Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 5<sup>th</sup> day of February 2024.

**RECIPIENT: PROJECT HOPE OF GUNNISON VALLEY**

Signature: Amy Kirschbaum  
Name: Amy Kirschbaum  
Title: Executive Director  
Date: 2/5/2024

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON**

**APPROVED:**

\_\_\_\_\_  
**Matthew Birnie  
County Manager**

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

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

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**Agenda Item:** Safe Ride of Gunnison, Inc; County Aid Agreement;

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Safe Ride of Gunnison County Aid Agreement for 2024

**Fiscal Impact:** 4,000

**Submitted by:** Lupita Halligan

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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## COUNTY AID AGREEMENT

**Project Title:** SAFE RIDE OF GUNNISON, INC.  
**Award Period:** JANUARY 1, 2024 TO DECEMBER 31, 2024  
**Award:** \$4,000

### PARTIES TO AGREEMENT

**GUNNISON COUNTY:** The Board of County Commissioners of the County of Gunnison,  
State of Colorado (the "Board", the "County" or "Gunnison County")  
**Address:** 200 E Virginia Ave  
Gunnison CO 81230  
**Telephone:** (970) 641-0248  
**Facsimile:** (970) 641-3061

**RECIPIENT:**  
**Address:** Safe Ride of Gunnison, Inc.  
56 Willow Trail  
Gunnison, Colorado 81230  
**Contact Name:** Rob Whiting  
**Telephone:** (970) 596-8639  
**Email:** whitingerobert29@gmail.com

### RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.
- Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Four Thousand and No/100 U.S. dollars (**\$4,000**) (the

“Award”). The Award shall be used by Recipient to assist the County consistent with Recipient’s current mission and operations and to help promote the County’s Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan (“Project”).

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board’s prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the “Authorized Representative”), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board’s determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

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8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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15. **Inspection.** The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

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17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:                      Gunnison County Community  
Administration Department  
Katherine Haase  
200 E Virginia Ave  
Gunnison, CO 81230  
(970) 641-0248  
Email khaase@gunnisoncounty.org

with a copy to:                              Gunnison County Attorney's Office  
200 E Virginia Ave  
Gunnison CO 81230  
(970) 641-5300  
E-mail dbishop@gunnisoncounty.org

and by the County to:                      Safe Ride of Gunnison, Inc.  
56 Willow Trail  
Gunnison, Colorado 81230  
Rob Whiting  
(970) 596-8639  
Email: whitingrobert29@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In

addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_ 2024.

RECIPIENT: **SAFE RIDE OF GUNNISON, INC.**

Signature: \_\_\_\_\_  
Name: ROBERT WHITING  
Title: DIRECTOR  
Date: 2/7/24

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON**

**APPROVED:**

\_\_\_\_\_  
**Matthew Birnie  
County Manager**

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

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

**Agenda Item:** Six Points Evaluation and Training, Inc; County Ai

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Six Points County Aid Agreement for 2024

**Fiscal Impact:** 12,000

**Submitted by:** Lupita Halligan

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

## COUNTY AID AGREEMENT

**Project Title:** SIX POINTS EVALUATION AND TRAINING, INC.

**Award Period:** JANUARY 1, 2024 TO DECEMBER 31, 2024

**Award:** \$12,000

### PARTIES TO AGREEMENT

**GUNNISON COUNTY:** The Board of County Commissioners of the County of Gunnison,  
State of Colorado (the "Board", the "County" or "Gunnison County")  
**Address:** 200 E Virginia Ave  
Gunnison CO 81230  
**Telephone:** (970) 641-0248  
**Facsimile:** (970) 641-3061

**RECIPIENT:**  
**Address:** **Six Points Evaluation and Training, Inc.**  
**PO Box 1002**  
**1160 N. Main St**  
**Gunnison, Colorado 81230**  
**Contact Name:** **Daniel Bruce**  
**Telephone:** (970) 641-3081  
**Email:** director@sixpointsgunnison.org

### RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Twelve Thousand and No/100 U.S. dollars (**\$12,000**) (the “Award”). The Award shall be used by Recipient to assist the County consistent with Recipient’s current mission and operations and to help promote the County’s Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan (“Project”).
3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board’s prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.
4. **Authorized Representative.** Katherine Haase, (the “Authorized Representative”), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.
5. **Payment of Award.** Subject to the Board’s determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.
7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.
8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.
9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.
10. **Security Breaches and Personal Information**
  - a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting.** Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection.** The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

**17. Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

**18. Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:                      Gunnison County Community  
Administration Department  
Katherine Haase  
200 E Virginia Ave  
Gunnison, CO 81230  
(970) 641-0248  
Email khaase@gunnisoncounty.org

with a copy to:                              Gunnison County Attorney's Office  
200 E Virginia Ave  
Gunnison CO 81230  
(970) 641-5300  
E-mail dbishop@gunnisoncounty.org

and by the County to:                      Six Points Evaluation and Training,  
Inc.  
PO Box 1002  
1160 N. Main St  
Gunnison, Colorado 81230  
Daniel Bruce  
(970) 641-3081  
Email:director@sixpointsgunnison.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**19. Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

**20. Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_ 2024.

**RECIPIENT: SIX POINTS EVALUATION AND TRAINING, INC.**

Signature: 

Name: DANIEL BRUCE

Title: Executive Director

Date: 2/5/2024

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON**

**APPROVED:**

\_\_\_\_\_  
**Matthew Birnie  
County Manager**

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

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

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**Agenda Item:** Gunnison Valley Animal Welfare League; County Aid

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

GVAWL County Aid Agreement for 2024

**Fiscal Impact:** 10,500

**Submitted by:** Lupita Halligan

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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## COUNTY AID AGREEMENT

**Project Title:** GUNNISON VALLEY ANIMAL WELFARE LEAGUE  
**Award Period:** JANUARY 1, 2024 TO DECEMBER 31, 2024  
**Award:** \$10,500

### PARTIES TO AGREEMENT

**GUNNISON COUNTY:** The Board of County Commissioners of the County of Gunnison,  
State of Colorado (the "Board", the "County" or "Gunnison County")  
**Address:** 200 E Virginia Ave  
Gunnison CO 81230  
**Telephone:** (970) 641-0248  
**Facsimile:** (970) 641-3061

**RECIPIENT:**  
**Address:** **Gunnison Valley Animal Welfare League**  
**PO Box 1834**  
**98 Basin Park Drive**  
**Gunnison, Colorado 81230**  
**Contact Name:** **Kayce Steele**  
**Telephone:** (970) 641-1173  
**Email:** info@gvawl.org

### RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Ten Thousand and Five Hundred U.S. dollars (**\$10,500**) (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").
3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.
4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.
5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.
7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.
8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.
9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.
10. **Security Breaches and Personal Information**
  - a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting.** Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

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of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:

Gunnison County Community  
Administration Department  
Katherine Haase  
200 E Virginia Ave  
Gunnison, CO 81230  
(970) 641-0248  
Email khaase@gunnisoncounty.org

with a copy to:

Gunnison County Attorney's Office  
200 E Virginia Ave  
Gunnison CO 81230  
(970) 641-5300  
E-mail dbishop@gunnisoncounty.org

and by the County to:

Gunnison Valley Animal Welfare  
League  
PO Box 1834  
98 Basin Park Drive  
Gunnison, Colorado 81230  
Kayce Steele (970) 641-1173  
Email: info@gvawvl.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**RECIPIENT: GUNNISON VALLEY ANIMAL WELFARE LEAGUE**

Signature: Kayce Steele

Name: Kayce Steak

Title: GVAWL Board President

Date: 02/02/2024

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON**

**APPROVED:**

\_\_\_\_\_  
Matthew Birnie  
County Manager

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

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

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**Agenda Item:** Gunnison Valley Health Foundation; County Aid Agree

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

GVH Foundation County Aid Agreement for 2024

**Fiscal Impact:** 11,500

**Submitted by:** Lupita Halligan

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/14/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

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## COUNTY AID AGREEMENT

**Project Title:** GUNNISON VALLEY HEALTH FOUNDATION  
**Award Period:** JANUARY 1, 2024 TO DECEMBER 31, 2024  
**Award:** \$11,500

### PARTIES TO AGREEMENT

**GUNNISON COUNTY:** The Board of County Commissioners of the County of Gunnison,  
State of Colorado (the “Board”, the “County” or “Gunnison County”)  
**Address:** 200 E Virginia Ave  
Gunnison CO 81230  
**Telephone:** (970) 641-0248  
**Facsimile:** (970) 641-3061

**RECIPIENT:**  
**Address:** Gunnison Valley Health Foundation  
711 N. Taylor Street  
Gunnison, Colorado 81230  
**Contact Name:** Jennifer Birnie, Executive Director  
Carlie Kenton, Development Coordinator  
**Telephone:** (970) 642-8400  
**Email:** [jbirmie@gvh-colorado.org](mailto:jbirmie@gvh-colorado.org); [ckenton@gvh-colorado.org](mailto:ckenton@gvh-colorado.org)

### RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

### AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eleven Thousand and Five Hundred U.S. dollars (**\$11,500**) (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").
3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.
4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.
5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
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8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.
9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.
10. **Security Breaches and Personal Information**
  - a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. § 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

**11. Indemnification.** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

**12. Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

**13. No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**14. Audits and Accounting.** Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

**15. Inspection.** The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

**16. Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to



21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 1st day of February 2024.

**RECIPIENT: GUNNISON VALLEY HEALTH FOUNDATION**

Signature: 

Name: Jennifer Birnie

Title: VP of Community Health and Development

Date: 2/1/24

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON**

**APPROVED:**

\_\_\_\_\_  
**Matthew Birnie  
County Manager**

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

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

**Agenda Item:** Acknowledgement of County Manager Signature; KLJ E

**Action Requested:** County Manager Signature

**Parties to the Agreement:** KLJ

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is the contract for the ballot initiative effort for public works. This local firm has experience working on this type of project.

**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: 2/9/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 2/8/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/8/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/20/2024

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 16<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and KLJ Engineering, whose address is 1601 Riverfront Dr, Grand Junction, CO 81501 (herein "Contractor").

### RECITALS

The Contractor desires to provide professional services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

### AGREEMENT

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

#### 1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

#### 2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Ensure Sound Infrastructure strategy, as outlined in the Gunnison County Strategic Plan.

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

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees in phased amounts as specified in the attached scope of services, but not to exceed sixty thousand eight hundred and fifty and No/100 U. S. Dollars (\$60,850.00) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

#### 5. INSURANCE.

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

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

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

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

maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

#### 6. INDEPENDENT CONTRACTOR.

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

**Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

#### 8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County. on. Neither party shall be responsible for indirect, special or consequential loss or damage, arising out of or in connection with this Agreement.

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

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with

this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

a.

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

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

16. DELIVERABLE STANDARDS.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to the Standard of Care in Section 1.
- b. All Services shall be performed by qualified personnel in a professional manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. At any time while Contractor is performing its Services, or during the one (1) year period following their completion or termination, whichever is earlier, and upon the written request of Gunnison County given within thirty (30) days following County's discovery of any failure of any of Contractor's Services to conform to the foregoing standard of care, Contractor shall re-perform the specific parts of its Services and re-furnish its affected Services products that do not conform.

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

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

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

#### 17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

#### 18. NO THIRD-PARTY BENEFICIARY.

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

#### 19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest,

direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Contractor: KLJ Engineering

Attn: Legal Department  
400 East Broadway Avenue, Suite 600  
Bismarck, ND 58501  
**Legal Notices to:** legal@kljeng.com

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

**22. GOVERNING LAW.**

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

**23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.**

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

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

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

**24. ENTIRE AGREEMENT.**

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

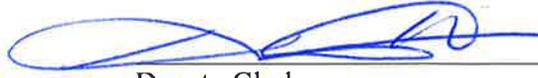
BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: 

~~Jonathan Houck, Chairperson~~

*Matthew Birnie, County Manager*

ATTEST:

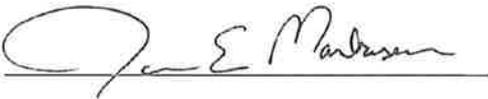


Deputy Clerk



[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: 

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:



**EXHIBIT A – SCOPE OF WORK**  
**2024 Ballot Initiative**  
**Gunnison County**  
**KLJ Project No. 2303-00790**

**PURPOSE & OBJECTIVE**

The purpose of this exhibit is to describe the scope of work and responsibilities required for the 2024 Ballot Initial for KLJ (Consultant) to assist Gunnison County Road & Bridge Department (County).

**SCOPE OF WORK TO BE PERFORMED BY CONSULTANT**

1) Task 1 - Inventory

- a) **Assessment of Current Infrastructure:** The County has completed a thorough assessment with RoadAI of all roads within the jurisdiction. This includes evaluating their current condition, age, usage patterns, and any existing damages or issues that need attention or have been identified as problematic in previous assessments. County will provide Consultant access to GIS database or full download of data (from RoadAI) in a workable excel file. The County will also provide safety data (collision/crash data for a five-year period), current corridor level traffic volumes, and other roadway data features relevant to the analysis (to be determined in cooperation with the County).
- b) **Base Conditions Inventory:** Working with data provided by the County in Task 1a, Consultant will prepare a desktop base conditions inventory of the Gunnison County roadway network to include the following features:
  - i) Roadways
    - (1) Surface type
    - (2) Surface conditions
    - (3) Functional class
  - ii) Traffic Volumes
  - iii) Functional Class
  - iv) Crash Data / Hotspots
  - v) County Owned Bridges

2) Task 2 - Prioritization

- a) **Prioritization Methodology:** Working in coordination with the County, Consultant will develop a prioritization process to apply to county-level roadway needs. The methods developed will account for current County practices and consider best practices for roadway maintenance. The prioritization process will consider factors like pavement conditions, safety, growth/development patterns, and traffic volume. The prioritization process will include integrating any existing transportation or infrastructure plans/programs to provide consistency with long-term urban development plans and help identify any overlapping projects or potential areas of synergy. The prioritization process will integrate anticipated population growth, changes in traffic patterns, and the evolving needs of the community.
- b) **Prioritization of Projects/Needs:** KLJ will develop a list of prioritization county level roadway needs. This document will also be used to guide initial capital improvement plan planning (Task 3).



3) Task 3 - Capital Improvement Plan (CIP) Planning

- a) Revenue Projections: This task will include working with County staff on the following items:
  - (1) Revenue Projections: Consultant will develop an estimate of the expected revenue from existing sources available to the County for roadway-related expenses for the 20-year planning horizon. This involves an evaluation of current revenue estimates, to be provided by County
  - (2) System Needs Analysis: Develop an estimate of needed revenue to address projected roadway system needs identified for Gunnison County over a 20-year horizon. This analysis compares projected revenue estimates for the county against projected system needs. The analysis documents the anticipated revenue shortfall to the County of keeping pace with ongoing roadway maintenance and investment needs.
- b) Project Definition/Baseline Cost Estimation: Establish project definition (termini and limits) and develop a planning level costs for each project, including materials, labor, design, and any ancillary costs such as utility relocations or property acquisitions. This baseline should be based on the current construction economy.
- c) Risk Assessment: Assess the risks associated with each project. This includes environmental impact, potential delays due to unforeseen circumstances, and cost overruns.
- d) Project Scheduling: Develop a timeline for each project based on prioritization, available funding and coordination with other projects. Scheduling should also account for minimizing disruptions to traffic and local businesses. This project schedule will be one (1) to twenty (20) years.

4) Task 4 - Public and Stakeholder Engagement

- a) Following completion of Tasks 1, 2, and 3, Consultant will facilitate public engagement efforts to collect and gather public input. The following efforts are anticipated:
  - i) Stakeholder Identification:
    - (1) Identify key stakeholders who may be affected or have an interest in the engineering project. Develop a comprehensive stakeholder database that includes relevant contact information and stakeholder categories.
    - (2) Conduct one (1) stakeholder meeting with key stakeholders to discuss findings and recommendations generated from the system inventory and prioritization process.
  - ii) Public Meetings:
    - (1) Organize and facilitate one (1) public meeting to provide opportunities for community input and feedback on prioritized list of county level investment needs.
    - (2) Prepare presentation materials, display boards, and interactive activities to enhance understanding and participation.
    - (3) Document and analyze feedback received during public meetings to identify concerns, questions, and suggestions.
  - iii) Information Dissemination:
    - (1) Develop and distribute informational materials, such as project brochures, fact sheets, and newsletters, to support one (1) stakeholder meeting and one (1) public input meeting.
    - (2) Establish a project website or dedicated online platform to provide easy access to project information, documents, and frequently asked questions.
  - iv) Utilize social media platforms and online advertising to broaden the reach and engagement with the public.



5) Task 5 - Feasibility and Economic Analysis Report

- a) This task will include working with County staff on the following items and writing a summary report:
  - i) **Revenue Projections:** The study should start with estimating the expected revenue from the proposed sales tax increase. This involves analyzing current sales volumes, identifying taxable goods and services, and projecting future sales trends. Factors like population growth, economic conditions, and changes in consumer behavior should be considered.
  - ii) **Impact Analysis on Consumers and Businesses:** Assess how the tax increase will affect consumers and businesses within the county. This includes evaluating the potential change in consumer spending habits and how businesses might adjust prices or operations in response to the tax increase. The analysis should consider the impact on low-income households and small businesses, as these groups might be disproportionately affected.
  - iii) **Comparative Analysis with Neighboring Jurisdictions:** Compare the proposed tax rate with those in neighboring counties and municipalities. This is important to understand the competitive position of the county in terms of attracting and retaining businesses and residents. A higher tax rate might lead to cross-border shopping or relocation of businesses to areas with lower taxes.
  - iv) **Assessment of Administrative Costs:** Evaluate the costs associated with administering and collecting the increased sales tax. This includes the costs of updating tax collection systems, training staff, and conducting audits. The net benefit of the tax increase should account for these administrative costs.
  - v) **Legal and Regulatory Compliance Review:** Provide that the proposed tax increase complies with state and federal laws. This includes understanding any legal constraints on tax rates, the use of tax revenues, and the process for enacting tax changes.
  - vi) **Public Benefits Analysis:** Analyze the potential benefits of the tax increase in terms of improved services or infrastructure. This should link the expected revenue with specific projects or services that will be funded, demonstrating the direct benefits to the community.
  - vii) **Risk Assessment:** Identify and assess potential risks associated with the tax increase. This might include economic risks (such as a downturn affecting sales), political risks (such as public opposition), and implementation risks (such as delays in updating systems).
- b) **Stakeholder Feedback Integration:** Incorporate feedback from various stakeholders including businesses, community groups, and economic experts to provide that the analysis considers diverse perspectives and concerns.
- c) **Reporting and Recommendations:** The feasibility and economic analysis report should culminate in a detailed report that outlines the findings, provides clear conclusions, and offers recommendations. This report should be accessible to policymakers, stakeholders, and the public, providing a transparent basis for decision-making.

6) Task 6 - Sunset Planning

- a) Currently, we are not planning to include sunset planning in the scope. If requested, we can provide the following additional tasks:
  - i) **Defining the Duration of the Tax Increase:** Establish a clear timeframe for the sales tax increase. This could be a fixed number of years or tied to the completion of specific projects. The duration should be long enough to generate the necessary funds but not so long as to become burdensome to taxpayers.



- ii) **Performance Metrics and Evaluation Criteria:** Develop specific metrics and criteria to evaluate the success of the funded projects. These could include the number of projects completed, improvement in infrastructure quality, traffic flow enhancement, and public satisfaction. Setting these benchmarks upfront provides clear goals and aids in later assessment.
- iii) **Regular Reporting and Transparency:** Implement a system for regular reporting on the progress of the projects and the use of funds. This transparency is crucial for maintaining public trust and support. Reports should be easily accessible to the public and include financial details, project statuses, and challenges encountered.
- iv) **Public Engagement and Feedback Mechanisms:** Establish channels for ongoing public feedback and engagement throughout the duration of the tax increase. This could involve community meetings, surveys, and online platforms. Public feedback is crucial for adjusting plans as needed and ensuring the initiative meets community needs.
- v) **Reassessment Process:** Plan for a reassessment of the initiative before the sunset date. This reassessment should consider the success of the initiative against the established metrics, current infrastructure needs, and public opinion. It should determine whether the tax should be extended, adjusted, or allowed to expire.
- vi) **Contingency Planning:** Develop contingency plans in case the initiative does not meet its goals or if unforeseen circumstances (such as economic downturns or natural disasters) affect the project timeline or budget.
- vii) **Communication Strategy for Sunset Phase:** Design a communication strategy to inform the public about the sunset phase. This should include information on the achievements of the initiative, the status of ongoing projects, and any proposals for extending or modifying the tax.
- viii) **Transition Plan:** If the tax is not extended, create a transition plan for how ongoing projects will be funded and managed. This might involve reallocating existing resources, seeking alternative funding sources, or scaling back projects.
- ix) **Final Report and Documentation:** Prepare a comprehensive final report at the end of the tax period. This report should document the outcomes of the initiative, lessons learned, and recommendations for future infrastructure funding strategies.

#### DELIVERABLES PROVIDED BY CONSULTANT

- Phase 1 & 2: Progress reports at bi-weekly intervals.
- Phase 1 & 2: Agendas and minutes for all meetings.
- Phase 1: Base Conditions Inventory (excel file)
- Phase 1 & 2: Prioritization Process (excel file)
  - o Phase 1 - one (1) iteration; Phase 2 - three (3) iterations
- Phase 1 & 2: Capital Improvement Plan (CIP),
  - o one (1) iteration each Phase; two (2) total
- Phase 2: Project website and maintenance for the length of the agreement.
- Phase 2: Prepare for & attend four (4) Stakeholder meetings
  - o One at each end of the valley, CDOT, and BOCC Summary Meeting
- Phase 2: Prepare for & attend two (2) public engagement meetings
  - o One at each end of the valley
- Phase 2: Feasibility and Economic Analysis Report (draft and final)



ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

- Legal Support for Proposed Tax Legislation & Drafting Legislation
- Bridge Inspection and Assessment
- Design Services
- Construction Services
- Bidding Services
- Environmental Services including but not limited to:
  - o Solicitation of Views
  - o Documented Categorical Exclusion (CATEX)
  - o Aquatic Resources
  - o Cultural Resources
  - o Endangered Species Act
  - o Programmatic Biological Assessments
  - o Field Aquatic Resources Delineation Reports
- Cultural Resources Report and Investigations
- Legal and regulatory compliance
- Utility Relocation Agreements
- Geotechnical Report/Soil Borings
- Right of Way Plans/Acquisitions/Appraisals
- Section 4(f) Documentation
- Section 6(f) Documentation
- Mitigation Plan
- Traffic Noise Analysis
- Lead Survey/Testing
- Asbestos Inspection/Abatement/Removal
- Phase I/II Environmental Site Assessment
- Tribal Consultation
- Land Use Planning
- Legal Testimony
- Engineer of Record Services
- Load Ratings

SCHEDULE

Completion of this project, as described in this proposal, shall be completed by November 1, 2024.

Fee

Based on the scope of work provided above, we are providing the services for estimated fees for the following tasks:

1. Phase 1	
1.1. Task 0 - Project Management .....	\$5,049.00
1.2. Task 1 - Base Conditions Inventory.....	\$3,200.00
1.3. Task 2 - Prioritization .....	\$4,628.00
1.4. <u>Task 3 - Initial Capital Improvement Plan (CIP) Planning .....</u>	<u>\$3,500.00</u>
Subtotal .....	\$16,377.00
2. Phase 2	
2.1. Task 0 - Project Management .....	\$4,151.00
2.2. Task 4 - Public Engagement .....	\$27,800.00
2.3. Task 2 - Prioritization .....	\$3,172.00
2.4. Task 3 - Initial Capital Improvement Plan (CIP) Planning .....	\$2,100.00
2.5. Task 5 - Feasibility and Economic Analysis Report .....	\$7,250.00
2.6. <u>Task 6 - Sunset Planning .....</u>	<u>\$0.00</u>
Subtotal .....	\$44,473.00
 Total.....	 \$60,850.00



This will be billed on a Time and Materials basis. If additional money is required, the consultant will notify the County at 90% of budget use to discuss remaining tasks and efforts. Written (letter or email) will be required from the County for the Consultant to bill above the estimated amount.

Thank you and we look forward to collaborating with you on this project.

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

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**Agenda Item:** Gunnison County Cash Transfer Authorization; Janua

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Cash Transfer Report January 2024

**Fiscal Impact:** 11,610,281.98

**Submitted by:** Lupita Halligan

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/20/2024

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**GUNNISON COUNTY, COLORADO  
CASH TRANSFER AUTHORIZATION  
January-24**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(7,348,493.46)
130	95 11122	General - Payroll Account	1,402,987.65	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(1,920,349.94)
002	02 11900	Road & Bridge	79,628.95	0.00
003	03 11900	Human Services	129,665.75	0.00
004	04 11900	Public Health Agency	192,811.72	0.00
007	07 11900	Conservation Trust	0.00	(332.54)
008	08 11900	Bond Fund	0.00	(161,675.45)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(178,243.27)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	70,275.45	0.00
013	13 11900	Land Preservation	66,090.98	0.00
030	30 11900	Mosquito Control	0.00	(660.84)
032	32 11900	Sage Grouse Trust	338.36	0.00
034	34 11900	Risk Management	0.00	(3,753.94)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(46,452.17)
050	50 11900	Gunnison County Sewer	0.00	(206,424.50)
135	50 11101	Sewer - Restricted	100,245.96	0.00
051	51 11900	Gunnison County Water	0.00	(10,909.94)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(67,353.83)
125	52 11101	Solid Waste - Landfill Closure	3,394.95	0.00
126	52 11102	Solid Waste - Landfill Const	12,630.45	0.00
070	70 11900	Housing Authority	1,555,162.54	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	6,150.49	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(761,611.44)
082	82 11900	ISF-II	0.00	(85,649.14)
090	90 11900	Health Insurance Trust	0.00	(538,649.12)
115	90 11101	Health Insurance Claims	256,105.23	0.00
091	91 11900	Local Marketing District	83,003.10	0.00
092	92 11900	Transportation Authority	0.00	(279,139.07)
093	93 11900	Public Trustee Agency	0.00	(583.33)
145	95 11121	Accounts Payable Clearing	7,651,790.40	0.00
<b>TOTALS</b>			<b>\$ 11,610,281.98</b>	<b>\$ (11,610,281.98)</b>

TRANSFER FOR JOURNAL ENTRIES:

401217, 401218, 401219, 401220, 401221, 311664, 312367, 401108, 401107, 312400, 312403, 312602, 312658, 312661, 401426, 312662, 311667, 401467, 402018, 401464, 401465, 401466, 402024, 312689, 401480, 312694, 401476, 401482, 401487, 312697, 401541, 401563, APV, AP, GBI, 401436, PRJ(GNI), UBB,

PREPARED BY:

DATE: 2/13/24

AUTHORIZED BY:

DATE: 2.13.24

RECEIVED BY TREASURER:

DATE: 2-13-24

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**January-24**

Balance	JE's	Description	Finance Business Date	<b>01</b>	01	01	01	01	<b>02</b>	<b>03</b>	<b>04</b>	<b>07</b>	<b>08</b>
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900
-	401217,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2024	(24,542.67)						(384.16)			
-	401218,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2024	71,017.53					(9,545.84)	1,675.00	(5,166.67)		
-	401219,	STND3: MAPPING SYSTEM CHARGES	1/31/2024	(11,532.15)					(1,675.75)	(22.08)	(22.08)		
-	401220,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2024	(3,880.82)					(390.83)	(637.50)	(825.00)		
-	401221,	STND5: COMPUTER SYSTEM CHARGES	1/31/2024	(22,646.93)					(1,783.33)	(2,279.17)	(4,632.92)		
-	311664,	RECLASS TO CORRECT ACCT	11/30/2023	(29,979.39)									
-	312367,	PH Photocopy Dec	12/31/2023	(34.92)								(90.56)	
-	401108,	DHS RENT	1/31/2024	10,696.00						(10,696.00)			
-	401107,	WATER & SEWER POSTAGE	1/31/2024	691.74									
-	312400,	RECLASS PR CORRECT GRANT	12/31/2023	810.49								(810.49)	
-	312403,	RECLASS TO CORRECT GRANT	12/31/2023	(187.79)							751.15	(563.36)	
-	312602,	MOTORPOOL RENTS DEC	12/31/2023	(1,392.60)							(56.60)	(267.80)	
-	312658,	FUEL TAX REFUND 4Q	12/31/2023	(2,097.22)							37.87	5.54	
-	312661,	TRANS FROM SAGE GROUSE Q4	12/31/2023	4,229.91									
-	401426,	WEED RENT TO AIRPORT JAN	1/31/2024	(765.00)									
-	312662,	RECORD BERKLEY MED	12/31/2023										
-	311667,	RECORD BERKLEY MED	11/30/2023										
-	401467,	PH PHOTOCOPY JAN	1/31/2024	(29.28)								(89.96)	
-	402018,	WEED RENT TO AIRPORT FEB	2/28/2024	(765.00)									
-	401464,	COPIES BLACK JAN	1/31/2024	(736.36)							(22.56)	(9.96)	
-	401465,	COPIES COLOR JAN	1/31/2024	(1,895.02)							(2.70)	(5.40)	
-	401466,	POSTAGE USE JAN	1/31/2024	(2,225.69)									
-	402024,	DHS RENT	2/28/2024	10,696.00							(10,696.00)		
-	312689,	MOVE DEFERED REV	12/31/2023	(500,000.00)									
-	401480,	CHANGE STEVE OTERO TO VENDOR	1/31/2024	3.75									
-	312694,	RECLASS TO DIFFERENT ACCOUNT	12/31/2023	16.00								(16.00)	
-	401476,	MED CHECKS JAN	1/31/2024	(7,971.02)									
-	401482,	MOTORPOOL RENTS JAN	1/31/2024	(1,317.89)								(327.63)	
-	401487,	LANDFILL ALLOCATION JAN	1/31/2024										
-	312697,	CORRECT REV CLEARING	12/31/2023	78,220.89								(1,363.08)	(332.54)
-	401541,	TRANS FOR CASH SHORTFALL	1/31/2024	(4,547,195.15)									
-		CASH SHORTFALL - PAYROLL		(425,798.90)									
-	401563,	REVENUE CLEARING JAN	1/31/2024	204,148.34				(1,920,349.94)	238,552.18	184,241.20	233,153.55		
-		Record EFT											
-	APV,	AP Voids 8/23/23 - 09/19/23											
-	AP,	AP CLEARING January	1/31/2024	(1,166,841.56)					(142,869.62)	(32,242.70)	(26,156.46)		(161,675.45)
-	GBI,	LANDFILL INTERFUND CHARGES											
-	401436,	NET PAYROLL TRANSFER	1/31/2024	(977,188.75)									
-	PRJ(GNI),	Payroll Import											
-	UBB,	1ST Q WATER SEWER TRANSFERS	1/1/2024						(2,657.86)				
-		TOTALS		(7,348,493.46)	-	-	-	(1,920,349.94)	79,628.95	129,665.75	192,811.72	(332.54)	(161,675.45)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**January-24**

JE's	Description	Finance Business Date	08	08	10	10	12	13	30	32	34	43	50	50
			Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101
401217,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2024			(1,394.29)									(386.28)
401218,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2024			(4,635.00)									(3,749.58)
401219,	STND3: MAPPING SYSTEM CHARGES	1/31/2024			(22.08)									
401220,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2024			(308.33)									
401221,	STND5: COMPUTER SYSTEM CHARGES	1/31/2024			(1,608.33)									
311664,	RECLASS TO CORRECT ACCT	11/30/2023										29,979.39		
312367,	PH Photocopy Dec	12/31/2023												
401108,	DHS RENT	1/31/2024												
401107,	WATER & SEWER POSTAGE	1/31/2024												(463.68)
312400,	RECLASS PR CORRECT GRANT	12/31/2023												
312403,	RECLASS TO CORRECT GRANT	12/31/2023												
312602,	MOTORPOOL RENTS DEC	12/31/2023												
312658,	FUEL TAX REFUND 4Q	12/31/2023												
312661,	TRANS FROM SAGE GROUSE Q4	12/31/2023								(4,229.91)				
401426,	WEED RENT TO AIRPORT JAN	1/31/2024			765.00									
312662,	RECORD BERKLEY MED	12/31/2023												
311667,	RECORD BERKLEY MED	11/30/2023												
401467,	PH PHOTOCOPY JAN	1/31/2024												
402018,	WEED RENT TO AIRPORT FEB	2/28/2024			765.00									
401464,	COPIES BLACK JAN	1/31/2024			(26.04)									
401465,	COPIES COLOR JAN	1/31/2024			(122.04)									
401466,	POSTAGE USE JAN	1/31/2024												
402024,	DHS RENT	2/28/2024												
312689,	MOVE DEFERED REV	12/31/2023												
401480,	CHANGE STEVE OTERO TO VENDOR	1/31/2024												
312694,	RECLASS TO DIFFERENT ACCOUNT	12/31/2023												
401476,	MED CHECKS JAN	1/31/2024												
401482,	MOTORPOOL RENTS JAN	1/31/2024												
401487,	LANDFILL ALLOCATION JAN	1/31/2024								4,568.27				
312697,	CORRECT REV CLEARING	12/31/2023			(48,726.77)			(9,046.08)	(1,417.70)					
401541,	TRANS FOR CASH SHORTFALL	1/31/2024												
	CASH SHORTFALL - PAYROLL													
401563,	REVENUE CLEARING JAN	1/31/2024			55,114.42			406,675.34	71,593.85					
	Record EFT													
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING January	1/31/2024			(178,044.81)			(327,353.81)	(4,085.17)	(660.84)	(3,753.94)	(76,225.73)	(104,442.69)	
GBI,	LANDFILL INTERFUND CHARGES													
401436,	NET PAYROLL TRANSFER	1/31/2024												
PRJ(GNI),	Payroll Import													
UBB,	1ST Q WATER SEWER TRANSFERS	1/1/2024										(205.83)	(97,382.27)	100,245.96
	TOTALS		-	-	(178,243.27)	-	70,275.45	66,090.98	(660.84)	338.36	(3,753.94)	(46,452.17)	(206,424.50)	100,245.96

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**January-24**

JE's	Description	Finance Business Date	51	51	52	52	52	70	70	71	71	72	80	82
			Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900
401217,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2024	(1,456.45)		(16,237.15)								44,557.25	(156.25)
401218,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2024	2,416.66		(5,538.54)			(916.67)					(8,108.76)	(7,638.02)
401219,	STND3: MAPPING SYSTEM CHARGES	1/31/2024	(661.50)											13,935.64
401220,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2024			(37.50)								(37.50)	6,154.98
401221,	STND5: COMPUTER SYSTEM CHARGES	1/31/2024	(350.00)		(445.83)								(595.83)	34,538.17
311664,	RECLASS TO CORRECT ACCT	11/30/2023												
312367,	PH Photocopy Dec	12/31/2023												125.48
401108,	DHS RENT	1/31/2024												
401107,	WATER & SEWER POSTAGE	1/31/2024	(228.06)											
312400,	RECLASS PR CORRECT GRANT	12/31/2023												
312403,	RECLASS TO CORRECT GRANT	12/31/2023												
312602,	MOTORPOOL RENTS DEC	12/31/2023											1,717.00	
312658,	FUEL TAX REFUND 4Q	12/31/2023	23.54		129.17								1,901.10	
312661,	TRANS FROM SAGE GROUSE Q4	12/31/2023												
401426,	WEED RENT TO AIRPORT JAN	1/31/2024												
312662,	RECORD BERKLEY MED	12/31/2023												
311667,	RECORD BERKLEY MED	11/30/2023												
401467,	PH PHOTOCOPY JAN	1/31/2024												119.24
402018,	WEED RENT TO AIRPORT FEB	2/28/2024												
401464,	COPIES BLACK JAN	1/31/2024												794.92
401465,	COPIES COLOR JAN	1/31/2024												2,025.16
401466,	POSTAGE USE JAN	1/31/2024												2,225.69
402024,	DHS RENT	2/28/2024												
312689,	MOVE DEFERED REV	12/31/2023						500,000.00						
401480,	CHANGE STEVE OTERO TO VENDOR	1/31/2024												
312694,	RECLASS TO DIFFERENT ACCOUNT	12/31/2023												
401476,	MED CHECKS JAN	1/31/2024												
401482,	MOTORPOOL RENTS JAN	1/31/2024											1,645.52	
401487,	LANDFILL ALLOCATION JAN	1/31/2024			(20,593.67)	3,394.95	12,630.45							
312697,	CORRECT REV CLEARING	12/31/2023			(45.56)			(4,000.22)						
401541,	TRANS FOR CASH SHORTFALL	1/31/2024						#####						
	CASH SHORTFALL - PAYROLL													
401563,	REVENUE CLEARING JAN	1/31/2024								10,460.00				
	Record EFT													
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING January	1/31/2024	(10,654.13)		(24,584.75)			#####		(4,309.51)			(802,690.22)	(137,774.15)
GBI,	LANDFILL INTERFUND CHARGES													
401436,	NET PAYROLL TRANSFER	1/31/2024												
PRJ(GNI),	Payroll Import													
UBB,	1ST Q WATER SEWER TRANSFERS	1/1/2024												
	TOTALS		(10,909.94)	-	(67,353.83)	3,394.95	12,630.45	#####	-	6,150.49	-	-	(761,611.44)	(85,649.14)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**January-24**

JE's	Description	Finance Business Date	90	90	91	92	93	95	95
			Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
401217,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2024							
401218,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2024			(3,708.44)	(26,101.67)			
401219,	STND3: MAPPING SYSTEM CHARGES	1/31/2024							
401220,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2024					(37.50)		
401221,	STND5: COMPUTER SYSTEM CHARGES	1/31/2024					(195.83)		
311664,	RECLASS TO CORRECT ACCT	11/30/2023							
312367,	PH Photocopy Dec	12/31/2023							
401108,	DHS RENT	1/31/2024							
401107,	WATER & SEWER POSTAGE	1/31/2024							
312400,	RECLASS PR CORRECT GRANT	12/31/2023							
312403,	RECLASS TO CORRECT GRANT	12/31/2023							
312602,	MOTORPOOL RENTS DEC	12/31/2023							
312658,	FUEL TAX REFUND 4Q	12/31/2023							
312661,	TRANS FROM SAGE GROUSE Q4	12/31/2023							
401426,	WEED RENT TO AIRPORT JAN	1/31/2024							
312662,	RECORD BERKLEY MED	12/31/2023	126,694.97	(126,694.97)					
311667,	RECORD BERKLEY MED	11/30/2023	12,892.11	(12,892.11)					
401467,	PH PHOTOCOPY JAN	1/31/2024							
402018,	WEED RENT TO AIRPORT FEB	2/28/2024							
401464,	COPIES BLACK JAN	1/31/2024							
401465,	COPIES COLOR JAN	1/31/2024							
401466,	POSTAGE USE JAN	1/31/2024							
402024,	DHS RENT	2/28/2024							
312689,	MOVE DEFERED REV	12/31/2023							
401480,	CHANGE STEVE OTERO TO VENDOR	1/31/2024	(3.75)						
312694,	RECLASS TO DIFFERENT ACCOUNT	12/31/2023							
401476,	MED CHECKS JAN	1/31/2024	(387,721.29)	395,692.31					
401482,	MOTORPOOL RENTS JAN	1/31/2024							
401487,	LANDFILL ALLOCATION JAN	1/31/2024							
312697,	CORRECT REV CLEARING	12/31/2023			(4,386.98)	(8,901.96)			
401541,	TRANS FOR CASH SHORTFALL	1/31/2024							
	CASH SHORTFALL - PAYROLL								425,798.90
401563,	REVENUE CLEARING JAN	1/31/2024			128,316.91	388,094.15			
	Record EFT								
APV,	AP Voids 8/23/23 - 09/19/23								
AP,	AP CLEARING January	1/31/2024	(290,511.16)		(37,218.39)	(632,229.59)	(350.00)	7,651,790.40	
GBI,	LANDFILL INTERFUND CHARGES								
401436,	NET PAYROLL TRANSFER	1/31/2024							977,188.75
PRJ(GNI),	Payroll Import								
UBB,	1ST Q WATER SEWER TRANSFERS	1/1/2024							
	TOTALS		(538,649.12)	256,105.23	83,003.10	(279,139.07)	(583.33)	7,651,790.40	#####

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

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**Agenda Item:** Sales Tax and Local Marketing Tax; December 2023

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see reports.

**Fiscal Impact:**

**Submitted by:** Lupita Halligan

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/14/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/20/2024

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**GUNNISON  
COUNTY**

Gunnison County, Colorado

Total Taxable Sales

For the Year Ended 12/31/23

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	232,911,141
<b>TOTAL TAXABLE SALES</b>	<b>55,756,070</b>	<b>58,454,881</b>	<b>65,630,349</b>	<b>39,026,774</b>	<b>45,260,991</b>	<b>64,125,619</b>	<b>86,056,769</b>	<b>78,695,446</b>	<b>69,146,416</b>	<b>52,318,908</b>	<b>47,353,385</b>	<b>63,647,023</b>	<b>725,472,631</b>
<b>Computed 1% Sales Tax</b>	<b>557,560.70</b>	<b>584,548.81</b>	<b>656,303.49</b>	<b>390,267.74</b>	<b>452,609.91</b>	<b>641,256.19</b>	<b>860,567.69</b>	<b>786,954.46</b>	<b>691,464.16</b>	<b>523,189.08</b>	<b>473,533.85</b>	<b>636,470.23</b>	<b>7,254,726</b>
<b>% Incr(Decr) of 2023 over 2022</b>	<b>7.68%</b>	<b>9.17%</b>	<b>3.44%</b>	<b>-0.66%</b>	<b>1.04%</b>	<b>-5.60%</b>	<b>11.60%</b>	<b>4.70%</b>	<b>4.91%</b>	<b>2.39%</b>	<b>4.03%</b>	<b>2.47%</b>	<b>3.98%</b>

**GUNNISON  
COUNTY**

Gunnison County, Colorado

Total Taxable Sales

For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
<b>TOTAL TAXABLE SALES</b>	<b>51,780,854</b>	<b>53,542,844</b>	<b>63,450,637</b>	<b>39,284,953</b>	<b>44,795,580</b>	<b>67,927,181</b>	<b>77,114,392</b>	<b>75,162,879</b>	<b>65,908,121</b>	<b>51,098,739</b>	<b>45,518,231</b>	<b>62,115,429</b>	<b>697,699,840</b>
<b>Computed 1% Sales Tax</b>	<b>517,808.54</b>	<b>535,428.44</b>	<b>634,506.37</b>	<b>392,849.53</b>	<b>447,955.80</b>	<b>679,271.81</b>	<b>771,143.92</b>	<b>751,628.79</b>	<b>659,081.21</b>	<b>510,987.39</b>	<b>455,182.31</b>	<b>621,154.29</b>	<b>6,976,998</b>
<b>% Incr(Decr) of 2022 over 2021</b>	<b>22.44%</b>	<b>16.01%</b>	<b>22.41%</b>	<b>10.51%</b>	<b>11.23%</b>	<b>12.32%</b>	<b>9.24%</b>	<b>20.70%</b>	<b>2.88%</b>	<b>8.58%</b>	<b>7.44%</b>	<b>11.76%</b>	<b>12.80%</b>

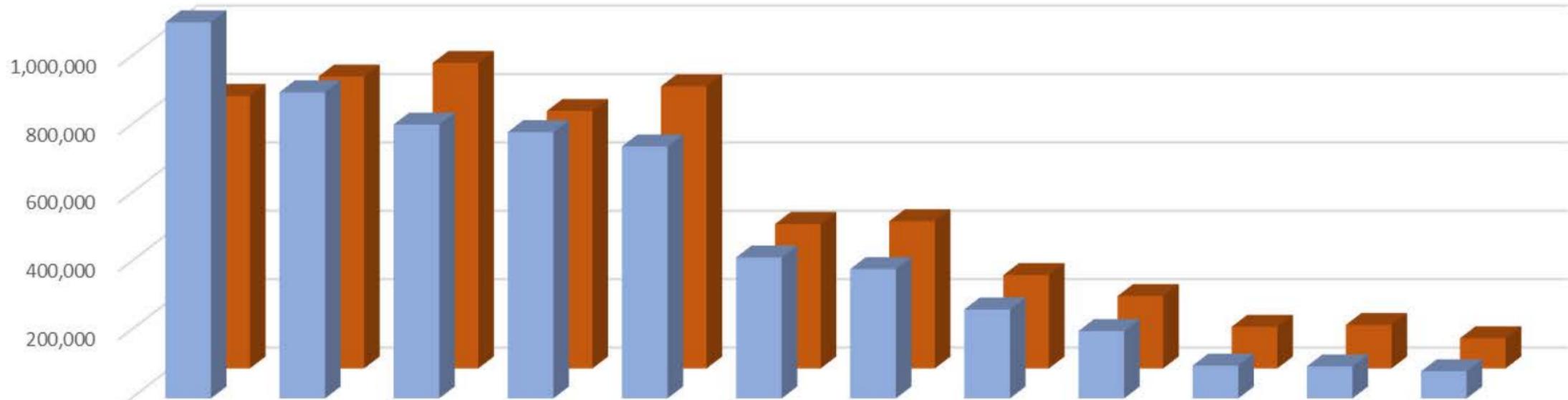


**GUNNISON COUNTY ONLY  
SALES TAX REVENUE COMPARISONS**

*Budgeted Sales Tax Revenue  
And % YTD Actual / TTL Budgeted*

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	
2023	Current Month TOTAL															
	COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60	\$ 280,293.83	\$ 399,947.07	\$ 530,431.82	\$ 497,880.38	\$ 454,006.77	\$ 334,330.53	\$ 303,664.28	\$ 398,618.76	\$ 4,495,986.86	\$ 4,495,986.86	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		7.48%	114.11%
2022	Current Month TOTAL															
	COUNTY REVENUE	\$ 292,877.63	\$ 297,416.68	\$ 362,082.96	\$ 230,106.96	\$ 269,739.85	\$ 424,310.00	\$ 465,675.27	\$ 452,474.33	\$ 406,304.46	\$ 319,127.94	\$ 284,705.38	\$ 378,279.99	\$ 4,183,101.45	\$ 4,183,101.45	\$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		17.12%	122.79%
2021	Current Month TOTAL															
	COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 3,571,764.10	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		24.48%	104.85%
2020	Current Month TOTAL															
	COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 2,869,287.29	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.63%	121.34%
2019	Current Month TOTAL															
	COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 2,502,978.46	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		12.53%	118.62%
2018	Current Month TOTAL															
	COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 2,224,261.28	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		13.30%	115.60%
2017	Current Month TOTAL															
	COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 1,963,145.82	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		4.33%	106.79%
2016	Current Month TOTAL															
	COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 1,881,604.24	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		7.00%	102.37%
2015	Current Month TOTAL															
	COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 1,758,576.30	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.31%	110.60%
2014	Current Month TOTAL															
	COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 1,623,680.64	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		7.52%	110.30%
2013	Current Month TOTAL															
	COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 1,510,103.53	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.26%	105.93%
2012	Current Month TOTAL															
	COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 1,407,944.60	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		2.46%	105.92%
2011	Current Month TOTAL															
	COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 1,374,141.13	\$ 1,314,611.00

## 2022/2023 YTD Industry Comparison as of December 2023

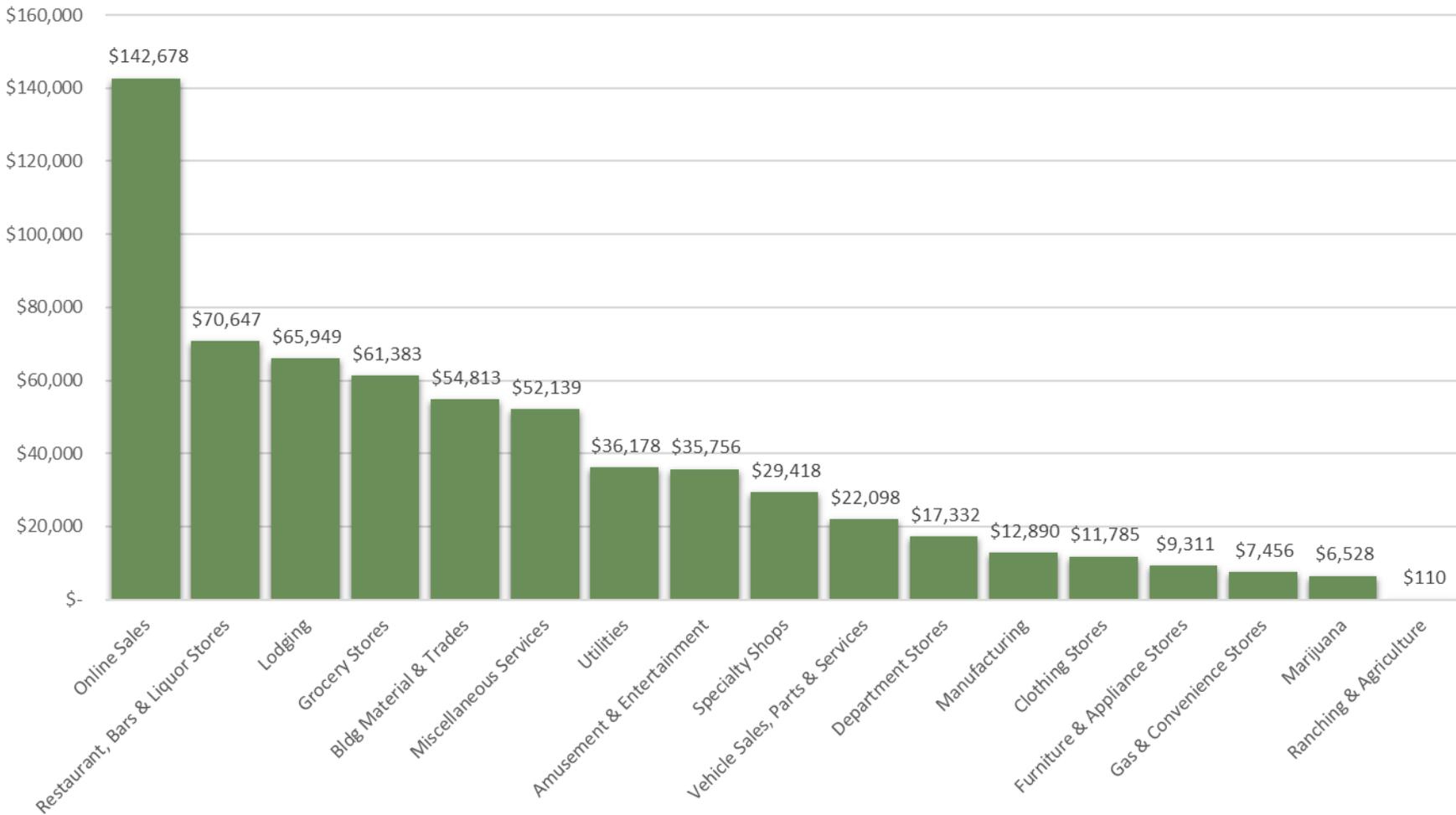


	ONLINE SALES	REST/BARS/LIQ	BLDG MATERIAL	GROCERY STORE	LODGING	UTILITIES	SPECIALTY SHOP	VEHICLE SALES	DEPT STORES	CLOTHING STORES	FURNITURE /APPL	MARIJUANA
■ 2023	1,335,717	895,426	800,802	778,946	737,038	412,093	378,110	260,263	197,006	95,940	93,435	79,155
■ 2022	797,264	853,788	893,407	752,941	825,151	422,640	430,851	273,295	211,941	121,930	127,269	88,444

■ 2023    ■ 2022

# Taxes By Industry

December 2023





# Taxes by Industry and Jurisdiction

December 2023

	MT. CRESTED												Grand Total
	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	
Amusement & Entertainment	-	15,243.98	6,878.26	36.90	9,734.25	1.89	-	18.23	-	3,842.48	0.23	-	35,756.22
Bldg Material & Trades	-	17,766.85	30,280.75	2.77	649.52	-	-	154.36	-	4,585.78	1,373.09	-	54,813.12
Clothing Stores	-	5,897.71	2,543.71	1.79	3,314.86	0.73	-	4.35	-	21.65	-	-	11,784.80
Department Stores	-	-	17,332.14	-	-	-	-	-	-	-	-	-	17,332.14
Furniture & Appliance Stores	-	5,411.75	2,304.18	35.51	352.94	1.71	-	-	-	1,204.62	-	-	9,310.71
Grocery Stores	-	12,510.55	48,654.73	1.35	8.71	-	-	-	-	207.29	-	-	61,382.63
Lodging	932.46	11,991.83	5,712.84	177.47	36,686.17	24.97	-	-	6.15	10,416.99	-	-	65,948.88
Manufacturing	-	5,484.08	3,169.55	194.59	525.56	0.29	-	9.65	-	938.04	2,567.80	-	12,889.56
Marijuana	-	2,390.59	4,137.58	-	-	-	-	-	-	-	-	-	6,528.17
Miscellaneous Services	(1,227.83)	14,753.68	17,742.75	104.17	7,803.25	1.27	-	282.84	-	11,467.19	1,212.05	-	52,139.37
Online Sales	-	-	-	-	-	-	-	-	-	142,677.57	-	-	142,677.57
Ranching & Agriculture	-	50.46	59.27	-	-	-	-	-	-	-	-	-	109.73
Specialty Shops	1.63	11,090.19	10,368.79	115.83	620.23	7.20	0.57	26.00	-	6,858.20	328.86	0.49	29,417.99
Utilities	622.30	5,321.24	11,050.64	215.63	6,184.25	40.32	2.76	208.29	-	12,232.19	300.79	-	36,178.41
Vehicle Sales, Parts & Services	-	1,728.71	13,055.55	39.20	39.42	(0.01)	-	11.58	-	7,154.93	68.50	-	22,097.88
Restaurant, Bars & Liquor Stores	13.62	38,137.27	27,512.43	0.85	3,933.38	-	-	-	-	1,049.55	-	-	70,647.10
Gas & Convenience Stores	-	1,288.51	5,014.70	-	-	-	-	1.77	-	355.72	795.25	-	7,455.95
<b>Grand Total</b>	<b>342.18</b>	<b>149,067.40</b>	<b>205,817.87</b>	<b>926.06</b>	<b>69,852.54</b>	<b>78.37</b>	<b>3.33</b>	<b>717.07</b>	<b>6.15</b>	<b>203,012.20</b>	<b>6,646.57</b>	<b>0.49</b>	<b>636,470.23</b>



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
	Marble Only Collections	584.00	(362.00)	926.00	318.00	600.00	2,512.00	2,919.00	1,950.00	5,775.00	1,270.00	564.00	1,397.00		
	Non Marble Collections	317,905.00	327,570.00	431,738.00	95,968.00	123,421.56	299,625.15	495,479.00	354,535.00	446,993.00	216,265.00	125,825.00	342,725.00		
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ 219,348.84	\$ 127,046.45	\$ 344,533.12	\$ 3,593,236.30	\$ 3,593,236.30
	% Change over previous year (cumulative)	-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%	-1.38%	
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 3,643,346.10
		% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 3,489,999.51
		% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 2,437,274.54
		% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 2,188,305.39
		% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 2,132,217.13
		% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		

Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,909,229.74
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,731,330.04
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 1,507,470.07
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 1,384,690.41
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 1,134,301.18
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 1,094,924.86

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

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**Agenda Item:** Treasurers Report; January 2024

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present Monthly and Investment reports

**Fiscal Impact:**

**Submitted by:** Debbie Dunbar

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/20/2024

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**TREASURER'S MONTHLY REPORT FOR JANUARY 2024**

<b>FUNDS</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	16,303,238.09	332,439.08	(7,493,428.74)	9,142,248.43
Due from Tre-Road & Bridge	3,619,835.20	124,634.12	(119.79)	3,744,349.53
Due from Tre-Human Services	757,715.87	142,375.93	(126.72)	899,965.08
Due from Tre-Public Health Agency	188,882.74	262,290.07	(670.62)	450,502.19
Due from Tre-Conservation Trust	237,869.88	26,724.97	(332.54)	264,262.31
Due from Tre-Bond Fund	612,311.65	1,699.97	(161,675.45)	452,336.17
Due from Tre-Airport	180,791.03	130,292.50	(180,872.51)	130,211.02
Due from Tre-Sales Tax	5,241,723.63	93,214.98	(28.90)	5,334,909.71
Due from Tre-Land Preservation	1,392,437.74	71,593.10	-	1,464,030.84
Due from Tre-Mosquito	33,836.64	811.63	(681.33)	33,966.94
Due from Tre-Sage Grouse	280,445.26	1,397.58	-	281,842.84
Due from Tre-Risk Management	36,193.96	122.38	(3,753.94)	32,562.40
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	219,814.87	653.99	(46,452.17)	174,016.69
Due from Tre-Sewer	1,298,650.87	113,810.09	(207,731.59)	1,204,729.37
Due from Tre-Water	1,001,182.23	4,031.80	(10,909.94)	994,304.09
Due from Tre-Solid Waste	458,597.60	113,531.27	(68,780.55)	503,348.32
Due from Tre-Housing Authority	1,679,719.07	1,567,365.73	-	3,247,084.80
Due from Tre-Gunn Sr Housing	250,362.63	7,118.15	-	257,480.78
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	825,978.94	242.82	(761,611.44)	64,610.32
Due from Tre-Internal Service II	401,607.69	2,399.62	(88,661.28)	315,346.03
Due from Tre-Insurance Trust	2,273,888.08	9,357.47	(538,649.12)	1,744,596.43
Due from Tre-Local Marketing District	2,162,818.76	91,475.19	-	2,254,293.95
Due from Tre-Rural Trans Auth	5,549,298.89	23,375.87	(279,173.89)	5,293,500.87
Due from Tre-Public Trustee Agency	5,330.14	7,000.00	(653.33)	11,676.81
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	15,501.16	(15,501.16)	-
Due from Tre-Health Claims	284,715.53	438,043.41	(174,550.35)	548,208.59
Due from Tre-Landfill Closure	1,239,417.08	8,083.31	-	1,247,500.39
Due from Tre-Landfill Cons Resv	1,516,570.52	18,399.17	-	1,534,969.69
Due from Tre-Payroll Clearing	2,978.56	1,402,987.65	(1,375,966.21)	30,000.00
Due from Tre-Sewer Reserve	95,791.78	100,245.96	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,764.23	51.92	-	13,816.15
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,183,642.87	7,651,790.40	(7,587,290.34)	1,248,142.93
Due from Tre-Finance Revenue Clearing	-	1,920,349.94	(1,920,349.94)	-
Due from Tre-Water Resource	48,323.26	182.29	-	48,505.55
Due from Tre-Workforce Impact Fees	387,079.96	1,460.21	-	388,540.17
Due from Tre-Living Community	2.54	8,577.21	(305.87)	8,273.88
<b>COUNTY FUNDS TOTAL</b>	<b>50,184,676.94</b>	<b>14,693,630.94</b>	<b>(20,918,277.72)</b>	<b>43,960,030.16</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	6,786.88	8,859.10	(6,842.31)	8,803.67
Due from Tre-Crested Butte Street/Alley	18.92	11,078.66	(351.27)	10,746.31
Due from Tre-Gunnison City General	3,707.84	6,987.73	(3,797.48)	6,898.09
Due from Tre-Marble General	206.00	621.34	(215.76)	611.58
Due from Tre-Mt Crested Butte General	6,597.60	13,628.12	(7,779.99)	12,445.73
Due from Tre-Pitkin General	142.95	451.37	(149.18)	445.14
<b>CITIES AND TOWNS TOTAL</b>	<b>17,460.19</b>	<b>41,626.32</b>	<b>(19,135.99)</b>	<b>39,950.52</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	116,266.57	266,192.48	(121,529.58)	260,929.47
Due from Tre-Gunn RE1J Bond	22.89	81,938.78	(2,876.87)	79,084.80
Due from Tre-Delta 50J General	6,647.75	6,616.72	(6,648.54)	6,615.93
Due from Tre-Delta 50J Bond	-	48.35	-	48.35
Due from Tre-Montrose RE1J General	681.80	4,648.40	(691.80)	4,638.40
Due from Tre-Montrose RE1J Bond	-	389.09	-	389.09
Due from Tre-Reij 2014 Mill Override	-	21,846.24	(881.09)	20,965.15

<b>SCHOOLS TOTAL</b>	123,619.01	381,680.06	(132,627.88)	372,671.19
<b>IMPROVEMENT DISTRICTS</b>	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	118.63	112.43	(118.63)	112.43
Due From Tre-Gunn Rising #3	9.06	1.28	(9.06)	1.28
Due From Tre-Gunn Rising #4	12.71	1.79	(12.71)	1.79
Due from Tre-CO River Water CD	1,892.23	6,464.16	(2,171.73)	6,184.66
Due from Tre-Reserve MD2	814.49	1,625.79	(840.11)	1,600.17
Due from Tre-Mt Crested Butte DDA	-	7,371.69	(221.15)	7,150.54
Due from Tre-Bostwick Park Water CD	14.81	14.05	(14.81)	14.05
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	1,965.41	3,899.14	(2,026.51)	3,838.04
Due from Tre-Mt CB Water/San	5,910.83	10,097.46	(6,597.27)	9,411.02
Due from Tre-East River Regional SD	524.79	1,436.68	(552.97)	1,408.50
Due from Tre-Cemetery	913.93	2,998.26	(1,041.53)	2,870.66
Due from Tre-Gunn Co Metro Rec Dist	3,450.08	11,707.78	(3,979.55)	11,178.31
Due from Tre-N Fork Water CD	111.34	112.42	(111.55)	112.21
Due from Tre-Skyland MD	3,188.49	14,237.59	(3,524.96)	13,901.12
Due from Tre-Upper Gunn Water CD	6,607.21	22,156.33	(7,623.21)	21,140.33
Due from Tre-Crested Butte Fire PD	15,825.01	55,542.63	(18,560.59)	52,807.05
Due from Tre-Gunn Co Fire PD	3,711.12	13,153.28	(4,374.84)	12,489.56
Due from Tre-Carbondale & Rural Fire PD	1,067.96	2,764.06	(1,120.52)	2,711.50
Due from Tre-Ragged Mt Fire PD	600.73	598.82	(601.62)	597.93
Due from Tre-Arrowhead Fire PD	227.27	1,482.51	(265.29)	1,444.49
Due From Tre-Library General Fund	7,302.26	27,077.03	(8,462.72)	25,916.57
Due From Tre-Reserve MD#2 BOND 2016A	2,587.76	4,888.05	(2,660.83)	4,814.98
Due From Tre-North Fork Ambulance Health Service D	1,438.18	1,428.51	(1,440.15)	1,426.54
Due From Tre-Reserve MD #2 BOND 2016B	318.88	635.49	(328.88)	625.49
Due From Tre-Reserve MD #2 BOND 2016C	270.78	552.68	(230.83)	592.63
Due From Tre-Crested Butte Fire PD Bond	7,894.61	20,688.06	(8,952.29)	19,630.38
Due From Tre-Gunn Co Metro Rec North	4,142.95	13,985.78	(4,634.31)	13,494.42
<b>IMPROVEMENT DISTRICTS TOTAL</b>	70,921.52	225,033.75	(80,478.62)	215,476.65
<b>MISC CONTROL</b>	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	467,447.36	635,953.04	(482,735.74)	620,664.66
Due from Tre-Clerk Sales Tax	241.49	133,392.19	(133,633.68)	-
Due from Tre-SOT	-	256,104.56	(256,104.56)	-
Due from Tre-State Auto	-	385,322.81	(385,322.81)	-
Due from Tre-Clerk ST Domestic Abuse	-	220.00	(220.00)	-
Due from Tre-Clerk State Registrar	-	33.00	(33.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	682.00	(682.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	170,866.73	(170,866.73)	-
Due from Tre-Treas Deed	2,011.56	-	-	2,011.56
Due from Tre-Unused Remittances	106,804.66	87,998.20	(194,371.02)	431.84
Due from Tre-Elected Official Fees Clrg	13,049.76	43,027.52	(44,581.76)	11,495.52
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	661,000.45	1,713,600.05	(1,668,551.30)	706,049.20
<b>GRAND TOTALS</b>	<b>51,057,678.11</b>	<b>17,055,571.12</b>	<b>(22,819,071.51)</b>	<b>45,294,177.72</b>

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of January 2024.

\_\_\_\_\_  
Debbie Dunbar  
Gunnison County Treasurer

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Houck  
Chairman of the Board of County Commissioners

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

Gunnison County Treasurer						
Investment Report						
31-Jan-24						
CASH AND CHECKING						
GL#	BALANCE	RATE	TYPE	MATURITY/LENGTH		
Cash on Hand	1100	48,802.97		Cash	N/A	
BMO	1101	748,512.44	0.00%	Chkg	N/A	
BMO CC	1103	448,314.66	0.00%	Chkg	N/A	
BMO MM	1104	24,164.50	3.86%	MMA	Mo	
BMO Sheriff Account	1109	43,718.39	0.00%	check	n/a	
Wells Fargo Warrant Clearing	1145	1,008,095.40	0.00%	Chkg	N/A	
Wells Fargo Revenue Clearing	1147	432,073.87	0.00%	Chkg	Mo	
Calotrust Plus	1118	70,505.23	5.56%	Pool	Mo	
C-Safe	1121	1,080,604.07	5.57%	Pool	Mo	
Community Banks of Colorado MM	1320	2,353,067.63	3.57%	MMA	Mo	
Gunnison Bank and Trust	1102	154,161.68	0.00%	Chkg	N/A	
Investment Clearing	1199	252,028.14	1.98%	MMA	Mo	
TOTAL CASH AND CHECKING		6,664,050.98			14.88%	
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%	CD	SA/Mat 3/23/26	
American Express ADS82	1214	236,160.15	3.40%	CD	M/MAT 6/29/27 5 YRS	
Bank of Baroda HMT7	1260	221,911.44	0.65%	CD	SA/Mat 7/22/25 5 yrs	
BMO Harris Bank XAN0	1259	225,628.83	0.55%	CD	Qtrly/Mat 7/29/24 yrs	
BMW Bank AKJ2	1343	228,317.70	2.10%	CD	SA/Mat 9/15/21 4yr	
Bridgewater Bank NJ60	1190	245,000.00	4.85%	CD	M/Mat 3/29/27	
Capital One Bank RPN5	1271	228,196.43	1.45%	CD	SA/Mat 4/15/25 5 yrs	
Capital One Bank USA HF75	1213	236,725.61	3.45%	CD	M/MAT 6/29/27 5 YRS	
Cellic Bank RRH2	1306	233,356.86	1.85%	CD	SA/Mat 8/30/24 5 yr	
Community Bank 5908	1202	252,718.92	1.30%	CD	Annually/ Mat 9/19/24	
Community Bank 7786	1203	245,203.05	1.30%	CD	Annually/ Mat 9/19/24	
Community Bank 1715	1159	245,000.00	4.89%	CD	Annually/ Mat 12/22/24	
Discover Bank 3N361	1209	237,220.02	3.45%	CD	SA/ Mat 7/29/26	
East Boston Savings PDL2	1254	232,872.50	0.30%	CD	SA/ Mat 2/12/24	
FFCB EMZ5	1233	456,750.00	0.73%	AG	SA/Mat 5/19/25 4 yrs callable	
FFCB EPU29	1492	500,000.00	5.44%	AG	SA/MAT 1/9/29 5 yrs callable	
FFCE EPY96	1157	500,000.00	5.93%	AG	SA/Mat 10/11/28 5 yrs callable	
FFCB EMJ0	1245	438,456.90	0.60%	AG	SA/Mat 12/9/25 5 yrs callable	
FFCB ENN89	1200	496,585.00	4.87%	AG	SA/Mat 9/28/26 4 yrs callable	
FFCB ENV23	1198	498,810.00	5.48%	AG	SA/Mat 10/25/27 5 yrs callable	
FFCB EPJ309	1491	250,000.00	5.38%	AG	SA/Mat 12/6/27 4 yrs callable	
FHLB AUN59	1196	500,000.00	5.00%	AG	SA/Mat 1/28/27 4 yrs	
FHLB AMDV1	1234	447,380.00	1.00%	AG	SA/Mat 5/12/26 5 yrs callable	
FHLB AMDY5	1235	446,545.00	1.00%	AG	SA/Mat 5/20/26 5 yrs callable	
FHLB AMJN3	1234	447,040.00	0.55%	AG	SA/Mat 5/26/26 5yrs callable	
FHLB AMTQ5	1236	323,214.50	0.50%	AG	SA/Mat 12/30/24 4.6yrs callable	
FHLB AMTZ5	1235	314,405.00	0.75%	AG	SA/Mat 11/28/25 4yrs callable	
FHLB AMXJ6	1234	463,920.00	0.50%	AG	SA?Mat 9/30/24 3.25 yrs callable	
FHLB ANG95	1227	446,265.00	0.50%	AG	SA/Mat 8/24/26 5 yrs callable	
FHLB AR6F3	1219	471,560.00	2.00%	AG	SA/MAT 3/24/25 3 yrs callable	
FHLB ARC33	1220	547,798.00	2.30%	AG	SA/MAT 3/29/27 5 yrs callable	
FHLB ANURO	1213	473,410.00	3.20%	AG	SA/MAT 5/10/27 5 YRS CALLABLE	
FHLB AXXH6	1154	550,000.00	5.00%	AG	SA/Mat 12/6/28 5 yrs callable	
FHLB ATB55	1204	492,915.00	4.00%	AG	SA/MAT 9/29/26 5 YRS CALLABLE	
FHLB ANK7	1229	881,350.00	0.875%	AG	SA/Mat 8/25/26 5 yrs callable	
FHLB AKWS1	1243	442,880.00	0.53%	AG	SA/Mat 2/17/26 5 yrs callable	
FHLB ALA53	1244	443,540.00	0.60%	AG	SA/Mat 2/25/26 5 yrs callable	
FHLB ALM43	1241	451,300.00	0.75%	AG	SA/MAT 9/30/25 4 YRS CALLABLE	
FHLB ALMM3	1242	448,120.00	1.00%	AG	SA/MAT 3/30/26 5 YRS CALLABLE	
FHLB ALV68	1240	448,560.00	1.03%	AG	SA/MAT 3/30/26 5 YRS CALLABLE	
FHLB ALW26	1237	457,480.00	0.75%	AG	SA/Mat 4/22/26 4 YRS CALLABLE	
FHLB APH40	1221	442,115.00	1.04%	AG	SA/Mat 10/21/26 5YRS CALLABLE	
FHLB APK19	1225	444,085.00	1.28%	AG	SA/MAT 10/28/26 5 YRS CALLABLE	
FHLBB AQ5F6	1224	465,480.00	1.10%	AG	SA/ Mat 12/30/25 4 YRS CALLABLE	
FHLBB AQF84	1223	456,205.00	1.00%	AG	SA/ MAT 12/30/25 4 YRS CALLABLE	
FHLB AR7M7	1221	464,835.00	2.00%	AG	SA/MAT 9/30/25 3 1/2 YRS callable	
FHLB ASGP8	1215	499,035.00	4.10%	AG	SA/MAT 7/14/22 3 YRS CALLABLE	
FHLB ATFW2	1206	498,880.00	4.15%	AG	SA/Mat 9/30/25 3 yrs Callable	
FHLB AUJAO	1194	500,000.00	5.00%	AG	SA/MAT 2/9/28 5 yr callable	
FHLB AUWR1	1193	500,000.00	5.25%	AG	SA/MAT 2/23/27 4 YRS callable	
FHLB AUZU1	1195	500,000.00	5.50%	AG	SA/Mat 3/8/28 5 yrs callable	
FHLB AVK50	1176	500,000.00	5.00%	AG	SA/Mat 4/24/28 5 yrs callable	
FHLB AVKD3	1174	500,000.00	5.00%	AG	SA/Mat 4/12/27 4 yrs callable	
FHLB AVLU4	1174	500,000.00	4.85%	AG	SA/Mat 4/25/28 5yrs callable	
FHLB AVQF2	1172	500,000.00	5.00%	AG	SA/Mat 4/24/28 5 yrs callable	
FHLBB AW5X4	1170	500,000.00	5.15%	AG	SA/Mat 5/24/28 5 yrs callable	
FHLB ALW67	1238	448,735.00	1.10%	AG	SA/MAT 4/22/26 5 YRS CALLABLE	
FHLB AXSW4	1160	300,000.00	5.70%	AG	SA/ Mat 9/18/28 5 yrs Callable	
FHLB AXHF8	1156	500,000.00	6.05%	AG	SA/Mat 10/26/28 5 yrs callable	
FHLMC H13A7	1158				called	
FHLMC H1B87	1490	500,291.67	5.25%	AG	SA/Mat 12/4/28 5 yrs callable	
FHLMC GX2D5	1205	492,385.00	4.15%	AG	SA/ Mat 9/29/26 4 yrs Callable	
FAMC 2B3F5	1246	268,851.00	0.60%	AG	SA/Mat 11/20/25 5 yrs callable	
FHLMC GXN91	1207	684,035.50	4.00%	AG	SA/Mat 8/24/27 5 yrs Callable	
FHLMC GXZT4	1216	490,210.00	4.00%	AG	SA/Mat 7/14/25 3 YRS CALLABLE	
FHLMC GYT77	1169	500,656.25	5.25%	AG	SA/Mat 6/5/28 5 yrs Callable	
FHLMC GYTW2	1168	500,000.00	5.30%	AG	SA/Mat 6/14/27 4 yrs Callable	
FHLMC GYVX7	1167	500,000.00	5.45%	AG	SA/Mat 7/12/27 4 yrs callable	
FHLMC GYW40	1166				called	
FHLMC GXAP9	1248	448,370.00	0.60%	AG	SA/Mat 11/12/25 5 yrs callable	
FHLMC GXAR0	1211	488,045.00	3.32%	AG	SA/MAT 6/30/25 3 YRS Callable	
FHLMC GYD0	1212	484,060.00	3.25%	AG	SA/MAT 6/30/27 5 yrs Callable	
FHLMC GYBP2	1173	500,000.00	5.13%	AG	SA/Mat 4/26/27 4 yrs callable	
FHLMC GYQL9	1171	500,000.00	5.38%	AG	SA/Mat 11/3/27 4y6M callable	
FHLMC GYY48	1165				called	
FHLMC GYZ35	1164	498,000.00	5.25%	AG	SA/Mat 8/9/28 5 yrs callable	
First Natl Bank of America YUJ2	1228	214,819.43	0.85%	cd	M/Mat 9/30/26	
Flagstar Bank E3X3	1256	228,665.60	0.50%	CD	SA/Mat 7/31/24 yrs	
Gunnison Savings and Loan 6020	1106				closed	
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%	CD	M/MAT 2/14/28	
Gunnison Bank and Trust	1283	265,366.88	2.00%	CD	Qtrly/Mat 1/27/25	
Inbank Bank 9156	1202	222,380.26	4.17%	CD	A/Mat 2/21/24 - 7 mo	
JP Morgan UNC9	1250	218,417.50	0.40%	CD	SA/Mat 9/30/25 5yrs callable	
Live Oak Bank 6HN7	1284	233,826.28	1.85%	CD	SA/Mat 7/24/24	
Luana Savings PHA5	1253	232,812.23	0.30%	CD	SA/ Mat 2/14/24	
Merrick Bank KEW2	1285				matured	
Morgan Stanley RRB8	1338	231,988.29	1.90%	CD	SA/Mat 1/2/25	
Morgan Stanley NA	1488	243,000.00	5.05%	CD	SA/ Mat 11/8/28 5 yrs	
Pacific Western Bank YRK7	1273	233,361.03	1.20%	CD	SA/Mat 4/30/24 4 yrs	
Park State Bank VAB7	1265	224,038.53	0.90%	CD	M/Mat 5/22/25 5 yrs callable	
Raymond James Bank	1293	232,245.79	1.85%	CD	SA/Mat 11/26/24 5 yrs	
Redstone Bank 0776	1449	240,000.00	5.12%	CD	SA/Mat 11/8/23 3 yrs	
Synchrony Bank EXB81	1208	237,908.96	2.40%	CD	M/Mat 12/15/24 13months	
Synovus Bank DVD91	1195	245,000.00	4.60%	cd	SA/Mat 5/28/24 16mo	
Texas Exchange Bank THU7	1263	224,063.28	1.00%	CD	M/Mat 6/19/25 callable 5 yrs	
Toyota Financial Savings MJS1	1264	223,248.65	0.80%	CD	SA/Mat 6/30/25 5 yrs	
United Fidelity Bank GA56	1189	245,000.00	4.90%	CD	M/Mat 3/30/27	
US Treasury 2CBQ3	1218	446,055.00	2.40%	AG	SA/MAT 2/28/26 4 YRS	
US Treasury 827B1	1222	451,875.00	1.62%	AG	SA/Mat 1/31/27	
US Treasury CCF68	1210	446,465.00	3.20%	AG	SA/MAT 5-31-26 4 YRS	
Wells Fargo Bank 3A48	1488	238,205.90	2.75%	CD	M/5/3/24 5 yrs	
Western States Bank	1309	513,996.70	2.72%	CD	Q/Mat 7/14/24 5 yr	
TOTAL INVESTMENTS		38,126,410.64			85.12%	
Cash per Treasurer's Ledger		44,790,461.62			100.00%	
Plus Pending Disbursements		503,716.10				
Total Due to All Funds		45,294,177.72				

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

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**Agenda Item:** A Resolution of the Board of County Commissioners of Gunnison County, Colorado Pertaining to Open Fire Bans and the Imposition of Fire Restriction Stages and Exemptions

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

**Parties to the Agreement:** NA

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Annual transfer of authority to implement and rescind fire restrictions, from the BoCC to the Sheriff

**Fiscal Impact:**

**Submitted by:** Scott Morrill

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/31/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/31/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/20/2024

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

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON  
COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION  
OF FIRE RESTRICTION STAGES AND EXEMPTIONS**

WHEREAS, the Board of County Commissioners of Gunnison County (“Board”), pursuant to C.R.S. §§ 30-11-101(2) and 30-15-401, *et seq.* has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health and welfare of the residents and visitors of Gunnison County (“County”); and

WHEREAS, the Board may adopt ordinances to ban open fires and impose fire restriction stages within those portions of the unincorporated areas of the County where the danger of forest or grass fires is found to be high, pursuant to C.R.S. § 30-15-401(1)(n.5); and

WHEREAS, the Board is authorized to prohibit the sale, use, and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the County, pursuant to C.R.S. § 30-15-401(1)(n.7); and

WHEREAS, the Board passed Ordinance Nos. 8a, 14, 16, and 20 relating to fire bans and fire restrictions, including penalties for the violation of those Ordinances; and

WHEREAS, the Board acknowledges that from time-to-time fire conditions resulting from extended hot, dry and windy weather in the area make it prudent to impose restrictions on open fires, open burning and sale, use and possession of fireworks in order to reduce the danger of wildfire in the unincorporated areas of the County; and

WHEREAS, the Board specifically finds that in certain high fire-danger conditions such restrictions are in the best interests of the residents and visitors of the County in order to preserve the health, safety and welfare of the residents and visitors; and

WHEREAS, the Gunnison County Sheriff (“Sheriff”) is authorized pursuant to C.R.S. §§ 30-10-512 and 30-10-513 to act as fire warden of the County and is responsible for coordination of fire suppression efforts in case of prairie, forest or wildland fires or wildfires occurring in unincorporated areas of the County outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control; and

WHEREAS, the Board believes that the Sheriff, as fire warden, is the appropriate person, using their expertise and discretion along with established fire restriction evaluation guidelines, and in consultation with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities, to determine whether a restriction of open fires, open burning and use of fireworks should be implemented or elevated in times of extreme fire danger or suspended during times of decreased fire danger;

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

1. The Sheriff or their designee shall have the authority, in collaboration with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities to declare Stage I or Stage II Restrictions regarding open fire, open burning or the sale, use or possession of fireworks, whenever the danger of forest or grass fires is found to be high and without the need for further proceedings or resolution (“Restrictions”). The Sheriff or their designee shall also have the authority to rescind those Restrictions when he or she determines it is appropriate considering the current fire danger.
  - a. Stage I Restrictions shall allow the Sheriff to impose the following prohibitions:
    - i. Building, maintaining, attending or using a fire, campfire or stove fire, including but not limited to agricultural and the burning of trash or debris, except:
      - 1) Building, maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
      - 2) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel; or
      - 3) Fires burned in portable chimineas, fire pits and tiki torches wholly on or within private property.
    - ii. Smoking, except:
      - 1) within an enclosed vehicle or building; or
      - 2) in a developed recreation site or while stopped in an area at least three feet (3’) in diameter that is barren or clear of all flammable materials.
    - iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).
    - iv. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.

- v. Welding or operating acetylene or other torch with open flame except in cleared areas of at least 10 feet (10') in diameter and in possession of a chemical pressurized fire extinguisher with a minimum rating of 2A.
  - vi. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.
- b. Stage II Restrictions shall allow the Sheriff to impose the following prohibitions:
- i. Building, maintaining, attending or using a fire, campfire or stove fire including but not limited to:
    - 1) Agricultural burning and the burning of trash or debris;
    - 2) Maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
    - 3) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel, except that devices using pressurized liquid fuel or gas (e.g., stoves, grills or lanterns and shut-off valves are allowed when used at least three (3') or more from flammable material such as grasses or pine needles; and
    - 4) Fires burned in portable chimineas, fire pits and tiki torches.
  - ii. Smoking, except within an enclosed vehicle or building.
  - iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).
  - iv. Operating a chainsaw or other equipment powered by an internal combustion engine without a USDA or SAE approved spark arrester properly installed and in effective working order, a chemical pressurized fire extinguisher with a minimum rating of 2A kept with the operator, and round point shovel with an overall length of at least 35 inches (35") readily available for use.
  - v. Welding, operating a torch with open flame, or any activities which generate flame or flammable material.
  - vi. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.
  - vii. Operating or using internal or external combustion

engine without a spark arresting device properly installed, maintained and in effective working order.

- viii. Possessing or using a motor vehicle off established roads, motorized trails or established parking areas, except when parking in an area devoid of vegetation within ten feet (10') of the vehicle.
  - c. Stage III Restrictions may only be imposed by the Board by duly adopted Resolution or Ordinance.
2. Any declaration by the Sheriff or their designee of Restrictions shall specify the Stage level, parameters, and the duration of the Restrictions as deemed necessary and appropriate. The Sheriff or their designee shall promptly coordinate notification to the public through press release(s) to local radio and print media, as well as posting on the County Internet Website and County Sheriff's Office Facebook page. Likewise, when conditions indicate a reduction or the suspension of Restrictions, the same notification to the public shall occur.
  3. No less than three (3) business days after imposing or suspending any Restriction pursuant to this Resolution, the Sheriff shall present, for ratification by the Board, a written summary of the competent evidence and recommendations that are or were the basis of the decision to impose or suspend the Restriction. Notwithstanding the above, the Sheriff will engage in all reasonable efforts to immediately notify the members of the Board, the County Manager and the County Attorney regarding the imposition, modification or lifting of any Restrictions.
  4. Nothing in this Resolution shall be construed to allow the burning or combustion of any material or any burning or fire activity otherwise prohibited by law.
  5. The Sheriff or their designee shall consult with various state and federal land management agencies and obtain their recommendation prior to the Sheriff imposing or suspending any Restrictions. Recommendations shall be made pursuant to Fire Restriction Evaluation Guidelines as currently used by such agencies to evaluate the indicators that predict fire danger. Upon any implementation or suspension of Restrictions, the Sheriff or their designee shall coordinate and cooperate with these agencies to enforce the Restrictions.
  6. This Resolution shall be enforced by the Sheriff or their designee, through his Deputies, the Fire Chief or their designee of any fire protection district or administering agencies of the state and federal

lands located therein, and they shall have authority to order any person to immediately cease any violation of this Resolution. This shall include the right to issue a penalty assessment notice and the right to take such person or persons violating this Resolution into temporary custody.

7. Pursuant to Ordinance No. 20, any person who violates this Resolution commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars (\$500.00) for each separate offense and a fine of one thousand dollars (\$1,000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Resolution are subject to a surcharge of ten dollars (\$10.00) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or as otherwise provided by law.
8. If any section, subsection, clause or sentence of this Resolution is judged by a court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate any other provisions of this Resolution which can be given effect without the invalid provision.
9. The Board hereby finds, determines and declares that this Resolution is necessary for the immediate preservation and protection of the health, safety and welfare of the citizens of Gunnison County, Colorado because of the high danger of forest or wildland fires occurring in all unincorporated areas of the County. This Resolution shall take effect immediately upon adoption and remain in full force and effect until midnight Mountain Time, December 31, 2023 at which point this Resolution shall expire and no longer remain in effect, or until rescinded by subsequent Resolution or Ordinance adopted by the Board, whichever first occurs.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_\_ day of \_\_\_\_ 2024.

BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

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

By \_\_\_\_\_  
Elizabeth Smith, Vice Chairperson

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

ATTEST:

\_\_\_\_\_  
Deputy County Clerk