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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, July 2, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order

- 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. Alcohol Beverage License #05-29384-0002; Crested Butte Nordic Council dba CBNC Magic Meadows Yurt; 9/15/2024 to 9/15/2025

- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review

- Minutes Approval
    1. June 18th, 2024 Regular Meeting
    2. June 25th, 2024 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 County Manager's signature; Professional Service Agreement; Vega Architecture; 6/21/2024 to 12/31/2024; $80,000
    2. Contract Amendment #7; Contract No. 21 IHIA 159833; Health and Human Services; 7/1/2024 to 6/30/2025; $83,955
    3. Colorado Health Foundation Grant Application; Health and Human Services; 24 months; $130,294
    4. Professional Services Agreement; Dennis Swain; 6/24/2024 to 8/30/2024; $9,000
    5. Food and Beverage/Retail and Concession Lease Agreement; Jermaine Rodney dba Bar 78; Gunnison-Crested Butte Regional Airport; 8/1/2024 to 7/31/2026; 5% gross revenue first year; $5,000 annual rent after initial
    6. Maintenance Service Agreement; Cummins; Gunnison County Courthouse; One year; $1,763.36
    7. Ratification of Commissioner Houck's Signature; Contract Amendment #2; Contract No. 24 IBEH 183800; Juvenile Services; 7/1/2024 to 6/20/2025; $688,484
    8. Small Dollar Grant Award; Homeless Prevention Services; Health and Human Services; 7/1/2024 to 6/30/2025; $20,000
    9. Maintenance Service Contract; HID Global Corporation; Gunnison-Crested Butte Regional Airport; 6/1/2024 to 5/31/2025; $1,053
    10. Grant Agreement; Colorado Centennial Fund; Choose When; Health and Human Services; 7/1/2024 to 6/30/2025; $10,000
    11. Ratification of Commissioner Houck Signature's; Intergovernmental Grant Agreement; State and Local Recovery Funds; CTGG1 NLAA 202400004217; 6/21/2024 to 9/30/2026; $800,000
    12. Audit Extension Request; Finance; December 31, 2023
    13. Amendment #2; ADS-B WAM Radio Site Facility and Tower Sublease Agreement; Expiration 9/30/2025; Extension of 5 years to 9/30/2030

8:40 am

- County Manager's Reports

8:45 am

- Boards and Commissions Appointment
    1. 7th Judicial Community Corrections Board; Fill One Vacancy for a Two-Year Term (6/26/2024 to 8/26/2026)
        - Applicant: Susan Coykendall

8:50 am

- Public Records Request Policy Revision

8:55 am

- Letter of Support; Crystal River Augmentation Need; Colorado River District; West Divide Water Conservancy District

9:05 am

- Participation Form; New National Opioids Settlement: Kroger; August 12, 2024

9:15 am

- A Resolution Adopting the Gunnison County Attorney Settlement Authority Policy

9:30 am

- Amendment to Gold Basin Industrial Park Regulations Request; H&H Towing

9:50 am

- 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/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #05-29384-0002; Crested B

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Crested Butte Nordic Council

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

Summary:

Crested Butte Nordic Council

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/24/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

CRESTED BUTTE NORDIC COUNCIL
dba CBNC MAGIC MEADOWS YURT
LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
05-29384-0002	**September 15, 2025**
License Type: **TAVERN (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 6/24/2024 JM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #05-29384-0002
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

CRESTED BUTTE NORDIC COUNCIL
DBA CBNC MAGIC MEADOWS YURT
LOWER LOOP PARCEL-MAGIC MEADOW LOT 3
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 09.15.2024 – 09.15.2025

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

Gunnison County Clerk Date

Board of County Commissioners Date

APPLICANT ID: 213591

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

received
6-13-2024

Submit to Local Licensing Authority

CBNC MAGIC MEADOWS
YURT
PO BOX 1269
Crested Butte CO 81224

Fees Due	
Annual Renewal Application Fee ($125 Effective July 1, 2023 - June 30, 2024 and $250.00 for application **received by LED** on or after July 1st, 2024)	$ 125.00
Renewal Fee	625.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$750.00

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
CRESTED BUTTE NORDIC COUNCIL

Doing Business As Name (DBA)
CBNC MAGIC MEADOWS YURT

Liquor License Number
05-29384-0002

License Type
Tavern (county)

Sales Tax License Number
05293840002

Expiration Date
09/15/2024

Due Date
08/01/2024

Business Address

Street Address
LOWER LOOP PARCEL - MAGIC MEADOWS LOT 3

Phone Number
9703491707

City, State, ZIP Code
Crested Butte CO 81224

Mailing Address

Street Address
PO BOX 1269

City, State, ZIP Code
Crested Butte CO 81224

Email
admin@cbnordic.org

Operating Manager
Brittany Perkins

Date of Birth
05/14/1988

APPLICANT ID: 213591

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

   If yes, attach a detailed explanation.

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

   If yes, attach a detailed explanation.

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

   If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Brittany Perkins

Title

Finance Manager

Signature

Brittany Perkins

Date (MM/DD/YY)

06/03/24

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

County Clerk - Gunnison

Attest

Signature

Kathy Sinillion

Date (MM/DD/YY)

APPLICANT ID: 213591

Home Address

Street Address		Phone Number
620 Second Street		(970) 349-1707
City	**State**	**ZIP Code**
Crested Butte	CO	81224

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

   Are the premises owned or rented? ○ Owned ⊗ Rented*

   *If rented, expiration date of lease: ongoing - in perpetuity

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

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

2. Are you renewing a takeout and/or delivery permit? ○ Yes ⊗ No

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

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

   If so, which are you renewing? ○ Delivery ○ Takeout ○ Both Takeout and Delivery

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

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

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

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

DR 0100 6/22/2024

APPLICANT ID: 213591

Name (Individual/Business)

Crested Butte Nordic Council

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
84-1046204	(970) 349-1707	

Street Address

620 second street

City	State	ZIP Code
Crested Butte	CO	81224

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

Brittany Perkins

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
Brittany Perkins	06/03/24

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 6/18/24

Action Requested:

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 6/18/24

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
June 18, 2024

The June 18, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matt Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

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

1. June 4, 2024 Regular Meeting
    - Commissioner Smith Commissioner Items - #2 The last sentence should be deleted and "is" should change to "as" in the sentence before for clarification.

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. Acknowledgement; Option Letter #3; Department of Local Affairs; CSBG 24-026; 5/21/2024 to 9/30/2027; $33,266
2. Business Lease; PLC-CO Assets, LLC dba Gunnison Funeral Services; 5/1/2024 to 4/20/2026; $15,600
3. Acknowledgment of County Manager's Signature; Contract Change Order No. 01; 3-08-0030-063-2023/064-2024; $49,931.28
4. Acknowledgment of County Manager's Signature; Ground Lease Agreement; Isabel Stone Company; 20 Year Lease Term; Ground Rent $3773 per acre per annum
5. Task Order 2025*0120; Gunnison County Health and Human Services; 7/1/2024 to 6/30/2025; $47,426
6. Collection Agreement; 24-CO-11020400-041; United States Department of Agriculture, U.S. Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison Ranger District; 28 Days; $12,000

COUNTY MANAGER'S REPORTS:

1. Sawtooth – CM Birnie reported that they are working on the foundation and the modules are to be delivered at the beginning of August. He also relayed they have gotten the Strong Communities Grant which will provide an additional $800,000 grant for the project.
2. Paper Misquote – CM Birnie explained that the paper had a misquote stating that the Gunnison Valley Regional Housing Authority would issue the debt for Whetstone and wanted to clarify that Gunnison Valley Regional Housing Authority will not be involved in any financing for Whetstone and it is under the Gunnison County Housing Authority.

BOUNDARY LINE ADJUSTMENT; LUC-22-00056; WEABER-MOULAND Planning Director Hillary Seminick was present for discussion.

PD Seminick explained this was a straightforward boundary line application between two developed parcels. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the boundary line adjustment for LUC-22-00056 and authorize the Chair's signature. Motion carried unanimously.

COVENANT AMENDMENTS; LUC-24-00018; MOON RIDGE SUBDIVISION ASSOCIATION, INC. Planner Jena Greene was present for discussion.

Planner Greene relayed that the property owners wanted to combine their previous declaration of amendment from 2007 and their 1st amendment from 2023. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Moon Ridge Covenant Amendments LUC-24-00018 and authorize the signatures of the full Board. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; LUC-24-00032; ALAN POWELL Planner Jena Greene was present for discussion.

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Planner Greene explained the applicant wanted to combine subdivisions in order to accommodate an onsite wastewater treatment system. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the lot cluster LUC-24-00032 and for the full Board to sign it. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; LUC-24-00034; ALPINE LUMBER COMPANY Planner I Sean Pope was present for discussion.

Planner Pope commented this application is straightforward and is in compliance with no conflict. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the lot cluster agreement and declaration for Alpine Lumber Company LUC-24-00034 and authorize the full Board's signature. Motion carried unanimously.

LETTER OF SUPPORT; UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT; AIRBORNE LIDAR SNOW WATER MEASUREMENT General Manager Sonja Chavez was present for discussion.

GM Chavez relayed that Upper Gunnison River Water Conservation District Board submitted this application to the U.S. Bureau of Reclamation in partnership with the North Fork Water Conservancy District of Delta County to conduct airborne LiDAR for radar snow measurements by mounting a radar to the bottom of an airplane to measure snowpack at three meter intervals as well as the water content of the snowpack. She noted the current models used aren't giving the accuracy needed. GM Chavez then explained the Department of Energy is also interested in information for baseline data. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve a letter of support for the Upper Gunnison River Water Conservancy District application for airborne LiDAR snow water measurement grant application funding of that. Motion carried unanimously.

PRIVATE PLOW APPLICATION FOR 1501 CR 813; JACKS CABIN CUTOFF Assistant County Manager for Public Works Martin Schmidt, Assistant County Manager for Community and Economic Development Cathie Pagano, applicant Sue Booe, and Curtis and Craig Allen from Allen Ranches were present for discussion.

Commissioner Puckett Daniels asked to recuse herself from the discussion and decision due to knowledge of the Springer application and to avoid any appearance of impropriety.

ACM Schmidt explained this is a different plow permit than typical due to it originally being started by the potential purchaser, the Springers. The Planning Commission went ahead with restrictions for a Land Use Change which is still in effect despite the Springers withdrawing their offer. Ms. Booe is now applying for plow permit. ACM Schmidt then noted that in 2011, Public Works issued a driveway permit for seasonal access. Ms. Booe is selling the property and is asking for permit to make the property more valuable.

Ms. Booe explained she has owned property for 40 years and believes the property will be devalued if access is not there year-round in order to allow for medical and fire access. It was noted by ACM Pagano that the timing of 10 am to 2 pm for plowing is a mandatory term with the land use change.

Mr. Allen relayed that a notice of any Land Use Change was not received, and that ACM Schmidt mentioned there was no opposition letter submitted to the Planning Commission. However, ACM Pagano confirmed that a notice was sent out by certified mail as well as the letter was included in the Planning Commission meeting. Mr. Allen explained that with snow plowing, the snow would be plowed onto their property and damage the fencing.

Commissioner Smith also asked ACM Schmidt how these permits have been issued traditionally in which he responded that most have been in place for a long time. ACM Pagano noted there have only been two or so in the last 20 years.

Commissioner Houck stated that, in his opinion, not having this permit doesn't devalue the property, and that it is going to be hard to find the ability to change to what has been historically a seasonal access. He also explained that he would have a hard time supporting this plow permit. Commissioner Smith agrees with Commissioner Houck and is not in support of this permit.

Craig Allen clarified that this is not about allowing access to the property, it is everyone else having extended access. He then stated they may be willing to compromise with keeping the gate where it is at, however, Commissioner Houck still sees an issue even with a compromise of leaving the gate and CA Hoyt noted that a new permit with substantial changes may require a new Land Use Change permit. **Moved** by Commissioner Smith, seconded by Commissioner Houck to deny the Booe's plow permit application presented this morning. Motion carried unanimously.

SCHEDULE CHANGE

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Due to being over schedule, Commissioner Houck asked to do the Treasurer's Report, Vouchers and Transfers, Resolution, and unscheduled public comment before the Gunnison/Hinsdale Human Services Meeting and the Board of Health Meeting. The strategic plan will come after.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the May 2024 Treasurer's report, and an investment report dated May 31, 2024, for discussion and acceptance. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to accept the treasurer's report and authorize the Chair's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated May 21, 2024, and the cash transfer authorization dated May 2024, for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of $2,416,917.13. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of $9,013,193.22 Motion carried unanimously.

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY AND A PUBLIC ROAD BY THE COUNTY IN RELATION TO THE MOUNT EMMONS LAND EXCHANGE High Country Citizens' Alliance Advocacy Director Jon Hare was present for discussion.

Commissioner Houck commended all the staff and partners that worked on this and labeled it as a milestone and milepost. CA Hoyt noted that this is procedural to effectuate the transaction and called this a tremendous victory for the citizens of Gunnison County. CA Hoyt then relayed that the County will be receiving that section of Kebler Pass County Road and that section of Kebler Pass Trailhead which will allow it to become fully County property and a County Road. He explained this resolution also gives delegation to CM Birnie to effectuate the property transaction. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution number 2024-24 a Resolution Authorizing the Acceptance of Real Property and a Public Road by the County in Relation to the Mount Emmons Land Exchange. Motion carried unanimously.

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

BREAK 10:07 am to 10:12 am and from 10:12 am to 10:58 am for the Gunnison/Hinsdale Board of Human Services Meeting.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

See Separate Minutes

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 11:01 am.

1. Senior Services – WESM Holena noted senior services is provided to adults with a disability or an adult over the age of 50. There are four on the resource team and are funded from grants including from Region 10 which provides option counseling. WESM Holena relayed they are lacking in home services. Commissioner Smith commented on the possibility of having simpler living housing for seniors and they in turn rent out their homes. WESM Holena noted she doesn't know about renting but there is need for better housing for seniors. DHHSD Wheaton explained that doing that would potentially cause issues with the income cap for other services provided. Commissioner Puckett Daniels asked about Whetstone having some senior access. CM Birnie relayed that will be availability as well as ADA units.
2. Consumer Protection – WESM Holena commented that in 2023, there were over 229 inspections, reinspections, and pre-operational inspections and the team is made up of Consumer Protection Specialists Jenn Chavez and Nicole Stone. Commissioner Houck noted that these inspections include food trucks as well. WESM Holena relayed that this year Nicole Stone became standardized which means over the last three years she has shown the State Liaison that she is proficient in completing inspections. WESM Holena exclaimed that they have received three National Environment Health Association (NEHA) grants which was possible with achieving standards for the Voluntary National Retail Food Program. Once those standards are met, they are acknowledged on the FDAs website, which gives access to the NEHA grants.

ADJOURN: Commissioner Houck adjourned the meeting at 11:20 am**.**

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (cont'd):

GUNNISON COUNTY STRATEGIC PLAN

The draft plan was discussed, and modifications were agreed upon. Commissioner Puckett Daniels volunteered to draft the introduction. Once complete, the strategic plan can be found on the Gunnison

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County website. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to adopt the strategic plan per Commissioner Houck' suggestion. Commissioner Houck suggestion was to adopt the strategic plan with the parts that were addressed today, as far as the word smithing and some just generalized changes. Motion carried unanimously.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Sawtooth Groundbreaking – Commissioner Smith announced that she and Commissioner Houck attended.
2. Media Tour – Commissioner Smith noted that she and Commissioner Puckett Daniels attended a media tour for Highway 50 in coordination with CDOT to get some word out to the public on how that project is going.
3. Cheatgrass Pull day – Commissioner Smith relayed this happened on July 8th, and 575 pounds of cheatgrass were pulled.
4. Gunnison Pride Picnic – Commissioner Smith commented this had a huge turnout and a great celebration. She was able to say a few words and noted she doesn't think they've had another commissioner identify as a member of the LGBTQ community.

Commissioner Puckett Daniels:

1. Ouray County Commissioner Jake Niece – Commissioner Puckett Daniels relayed that she received an email from Commissioner Niece about reflecting on how the District Attorney's office works in the 7th Judicial District and approaching the DA's office in a spirit of collaboration with sharing some feedback from the County perspective. Commissioner Puckett Daniels asked if she had permission to provide some feedback from another point of view to provide better services. Commissioner Houck and Commissioner Smith agreed.

Commissioner Houck:

1. Objection Hearings – Commissioner Houck commented that the final Forest Plan has been signed by the Forest Service Supervisor and there is a 30-day comment period. However, Commissioner Houck explained you can litigate up to 6 years after issue so they are informing themselves about the process and will have a webinar at the end of next week to tease out additional things. He noted they did include more wilderness based on the protest period and about 40% of those recommendations were incorporated.

ADJOURN: Commissioner Houck adjourned the meeting at 12:04 pm.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES
Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2024 - 24

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A RESOLUTION AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY AND A PUBLIC ROAD BY THE COUNTY IN RELATION TO THE MOUNT EMMONS LAND EXCHANGE

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(b), Gunnison County has the legal authority to acquire and hold real property for the use of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(c), Gunnison County has the legal authority to make such order respecting real property owned by Gunnison County as the Board may deem conducive to the interests of the inhabitants of Gunnison County and to lease the same in the best interest of the County;

WHEREAS, pursuant to Colo. Rev. Stat. § 30-11-101(1)(d), Gunnison County has the legal authority to make all contracts and do all other acts in relation to the property necessary to the exercise of Gunnison County's corporate or administrative powers;

WHEREAS, pursuant to C.R.S. § 43-2-201(1)(a), the Board of County Commissioners of the County of Gunnison is authorized to accept the dedication of a road as a public highway under County jurisdiction and control;

WHEREAS, in 2016 Mt. Emmons Mining Company (MEMC) acquired the Mt Emmons mine near Crested Butte, Colorado (Mine) and since then has evaluated the mine reclamation, water treatment plant and other mine facilities and established a dialogue with the community to determine the best future scenario for mine reclamation, water treatment, and recreational access;

WHEREAS, On February 12, 2016, Gunnison County, as well as divisions of the Colorado Department of Public Health and the Environment (CDPHE) and the Colorado Department of Natural Resources (DNR), and the Town of Crested Butte, entered into a Memorandum of Understanding for Mt. Emmons (2016 MOU);

WHEREAS, MEMC submitted a letter to the USFS dated February 19, 2021 requesting the USFS consider a land exchange by and between MEMC and the USFS whereby MEMC would acquire approximately Four Hundred Fifty (450) acres of USFS managed property partially containing the WTP and supporting facilities and infrastructure in exchange for approximately One Hundred Sixty (160) acres of MEMC owned property that is commonly referred to as the Three Peaks Ranch ("Land Exchange");

WHEREAS, on or about July 20, 2021, MEMC executed a second MOU between it, Gunnison County, and Crested Butte, wherein the County agreed to support the Land Exchange proposal in exchange for MEMC agreeing to a conservation easement over a portion of the Mine and a mineral extinguishment agreement to permanently withdraw the right to extract minerals from the Mine and MEMC conveying a portion of the mine property to Gunnison County in fee a short (and lengthwise insignificant) segment of the Kebler Pass Road (County Road 12), as well as the Kebler Pass Winter Trailhead, both of which are presently under the jurisdiction of the United States Forest Service (USFS) and operated by the County pursuant to a Federal Roads and Trails Act Easement granted by USFS to the County ("Kebler Pass Road Property");

WHEREAS, in order to timely and efficiently close the exchange transaction, including but not limited to the federal patent issued to MEMC, the conservation easement, the mineral extinguishment agreement, and the acceptance of the dedication and grant by MEMC of the Kebler Pass Road Property, the Board of the Board of County Commissioners of the County of Gunnison finds it necessary to delegate its authorities to the County Manager;

WHEREAS, by Resolution No. 2022-22 enacted on May 17, 2022, the Board of County Commissioners of the County of Gunnison delegated to the County Manager the authority to negotiate and execute contracts, for the purchase of real property on behalf of the County for County purposes;

WHEREAS, the Board of County Commissioners of the County of Gunnison desires to accomplish the Land Exchange and accept that property from MEMC described above;

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

1. 1.County officials and staff perform all actions and execute all documents, instruments, deeds, contracts and agreements necessary to effectuate the Land Exchange, the acceptance by the County of the Kebler Pass Road Property, and all related agreements;
2. 2.All acts by County officials and staff taken prior to the date of this Resolution and consistent with the delegation of authority set forth this Resolution are hereby ratified as if fully approved and authorized by the Board of County Commissioners on the date such act(s) occurred.
3. 3.If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such

section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

4. 4.Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incidental third-party beneficiaries.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 18th day of June 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 6/25/24

Action Requested:

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 6/25/24

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
June 25, 2024

The June 25, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matt Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 10:21 am.

A RESOLULTION OPTING OUT OF THE PROHIBITION OF THE CARRYING OF FIREARMS IN CERTAIN COUNTY BUILDINGS OR PORTIONS OF BUILDINGS

Commissioner Houck relayed that this is a time sensitive item. He also explained that the County has authority to make decisions around how they manage and handle the buildings and decision-making spaces and if the County doesn't opt out of the State's very broad piece of legislation, then the County must abide by the legislation the State has put out. CA Hoyt stated Senate Bill 24-311 was signed in about a month ago by the Governor and it only affects two places in the County: the BOCC Boardroom and the County Manager's Office. CA Hoyt clarified this bill has a limited effect but requires immediate action by the Board if the Board wants to maintain policy.

Commissioner Smith noted this does need to be done thoughtfully and in conversation with other people. She explained that this resolution can be changed at any time and gives time to understand the implications. Commissioner Puckett Daniels agrees and explains the policy would be a little strange if half of the building doesn't allow it and the other half will. CA Hoyt clarified that opting out would include all non-courthouse offices.

Commissioner Houck commented on the security differences between the old and new courthouse. Assistant County Manager for Operations and Sustainability John Cattles voiced this is a complex issue that has been discussed previously while CM Birnie also explained that many employees have concealed carry permits which is part of the reason for the split policy. Commissioner Puckett Daniels relayed that she talked to the staff at Blackstock to get their opinion.

Commissioner Houck asked if the State's one size fits all piece of legislation fits Gunnison County and he believed that answer is no.

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2024-25 A Resolution Opting Out of the Prohibition of the Carrying of Firearms in Certain County Buildings or Portions of Buildings. Motion carried unanimously.

Commissioner Puckett Daniels would like to have a conversation about this in the future after she does some thinking.

ADJOURN: Commissioner Houck adjourned the meeting at 10:38 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____

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Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES
Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2024-25
A RESOLUTION OPTING OUT OF THE PROHIBITION OF THE CARRYING OF FIREARMS IN CERTAIN COUNTY BUILDINGS OR PORTIONS OF BUILDINGS

WHEREAS, pursuant to Colorado Revised Statute Section 18-9-117(b), the Board has the authority to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property;

WHEREAS, on May 7, 2024, the Colorado General Assembly passed Senate Bill 24-131, which prohibits the carrying of firearms in certain public buildings effective July 1, 2024;

WHEREAS, the Colorado Governor signed Senate Bill 24-131 into law on May 31, 2024;
WHEREAS, pursuant to Colorado Revised Statute Section 18-12-105.3(4)(b), as amended by Colorado Senate Bill 24-131, the Board may opt out of the prohibitions contained in Colorado Revised Statute Section 18-12-105.3(1)(b) by adopting a regulation or other law to that effect;

WHEREAS, Senate Bill 24-131 purports to prohibit firearms only in certain "sensitive spaces" and not all County buildings or public spaces owned, controlled, or overseen by Gunnison County;

WHEREAS, the Board finds that the Meeting Room of the Gunnison County Board of County Commissioners, located in the Gunnison County Courthouse, constitutes "the chambers or galleries of [the County's] local governing body" under C.R.S. § 18-12- 105.3(b)(I), as amended by Senate Bill 24-131;

WHEREAS, the Board finds that the Office of the Gunnison County Manager, also located in the Gunnison County Courthouse, is "the official office of [the County's] chief executive officer" under C.R.S. § 18-12-105.3(b)(III), as amended by Senate Bill 24-131;

WHEREAS, the Board interprets Colorado Senate Bill 24-131 to only require it to affirmatively opt out in relation to the County Courthouse, and that the recent legislation does not affect current County policy with regard to any other County building, including but not limited to the Office of the Gunnison County Sheriff, the Gunnison County Airport, and the Fred R. Field Western Heritage Center; and

WHEREAS, due to the recent passage of Senate Bill 24-131, the Board desires to maintain the current status quo with regard to firearms in County buildings while it and County staff further evaluate, with public engagement and consultation with the judicial branch and the Gunnison County Sheriff, the societal, public safety, building security, financial, and legal impacts of whether to continue to allow the carrying of firearms in the County Courthouse and other County buildings;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. Persons are permitted to carry firearms on the property of and within the Gunnison County Courthouse, located at 200 East Virginia Avenue in Gunnison, Colorado ("Courthouse"), except those portions of the Gunnison County Courthouse set forth in Exhibit "A", attached to Gunnison County Policy No. 5.2.1 and also attached hereto and incorporated herein by reference ("Courthouse Judicial Sections").

2. For the avoidance of doubt, the carrying of firearms in the Courthouse Judicial Sections is prohibited pursuant to C.R.S. § 18-12-105.3(c).

3. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

4. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

5. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

6. This Resolution shall take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended by subsequent Resolution.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 25th day of June 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

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Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *6/28/2024 thru 8/15/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   July 2, 2024, All Day @ BOCC Boardroom

2. **BOCC Work Session**
   July 9, 2024, All Day @ BOCC Boardroom

3. **Mayors & Managers Meeting - Hosted by Town of Pitkin - CANCELLED**
   July 11, 2024, 12:00 PM - 1:30 PM

4. **BOCC Regular Meeting**
   July 16, 2024, All Day @ BOCC Boardroom

5. **BOCC Work Session**
   July 23, 2024, All Day @ BOCC Boardroom

6. **Mayors & Managers Meeting - Hosted by Library District**
   August 1, 2024, 12:00 PM - 1:30 PM

7. **BOCC Regular Meeting**
   August 6, 2024, All Day @ BOCC Boardroom

8. **BOCC Work Session**
   August 13, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Independence Day - Offices Closed**
   July 4, 2024, All Day

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's signature;

Action Requested:

Parties to the Agreement:

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

Summary:

Ack of CM Signature; PSA; Vega Architecture

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

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

Comments:
Legally sufficient. SO 6/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/21/2024 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 21st day of June 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Vega Architecture, whose address is 495 W. Cedar Ave., Denver, CO 80223 ("Contractor").

AGREEMENT

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

1. SERVICES.

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

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024 unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Affordable and Workforce Housing strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Eighty Thousand and No/100 U. S. Dollars ($80,000) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor

may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

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

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

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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

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

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

6. INDEPENDENT CONTRACTOR.

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

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

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

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

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

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or

permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with

respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Contractor: Vega Architecture
495 W. Cedar Ave.
Denver, CO 80223

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall

immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____
Adam Ambro

Its: Principal / Partner

APPENDIX "A"

SCOPE OF SERVICES

Scope

Conceptual plans:
Creation of a set of options for floor plans and elevations, 2-3 options and variations preferred. County staff will provide initial feedback on concepts which will be further developed for public comment.
Public Outreach:
Public outreach either with a select group of public representatives at a design charrette or via a survey to provide feedback on the conceptual plans. Feedback is intended to focus on programmatic design considerations to ensure that plans meet generalized needs and requirements of County residents. The process will be co-developed by the County and Design team and will be led by the Design team.

Plan refinement:
Plans will be refined in consideration of feedback received from public outreach and County staff. As floor-plans and elevations are refined details for systems including building envelope and mechanical systems will begin to be developed in an iterative process that considers code compliance, cost, buildability, comfort, maintenance, and aesthetics.

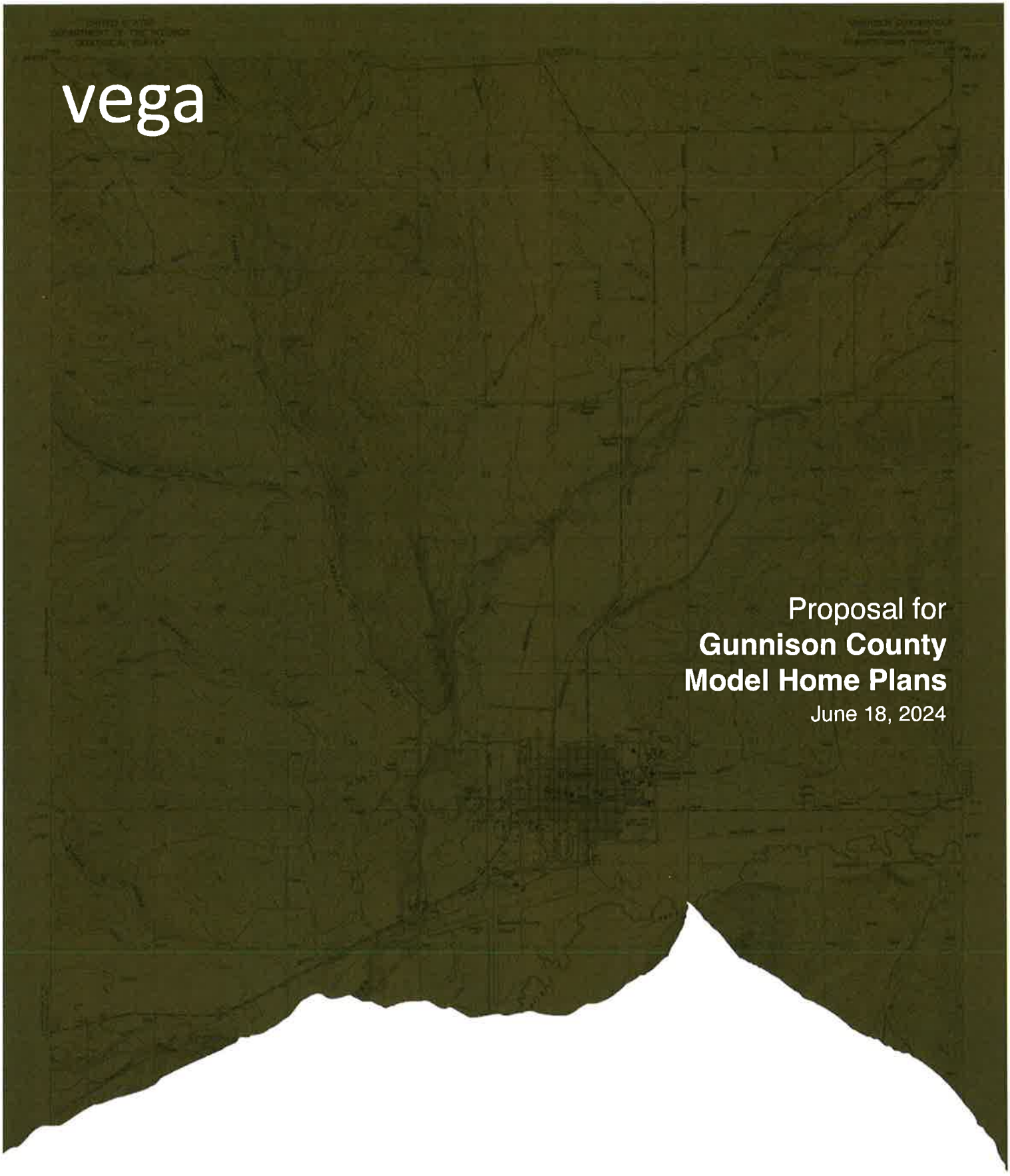
Final Plans:
Final plans shall be developed to a "permit ready" level based on discussions and outcomes of the plan refinement stage; including all required details and specifications. Gunnison County's Code Official will review the final plans for code compliance prior to acceptance. Final plans will be provided to the County in .PDF and .DWG or .RVT format. The County will only release plans to the public in .PDF format.

vega

Proposal for

Gunnison County Model Home Plans

June 18, 2024



vega

May 6, 2024

John Cattles
Gunnison County
Assistant County Manger
Operations and Sustainability

Proposal for
Gunnison County Model Home Plans

Dear John,

With all of the advancements and research available related to insulation strategies, air tightness, and efficient mechanical systems, designing an energy efficient home has never been easier. Delivering it in a cost-effective manner that ensures that these systems are put in place properly remains a challenge. This project is an innovative step in the right direction. VEGA is excited about the opportunity to not only lead a collaborative design process, but help strategize about how the results are best implemented.

VEGA was founded on the principles of Intelligence, Innovation and Precision. Founding Partner David Grooms was specifically, and continually, looking for ways to challenges the traditional methods of delivering great design. Our design process intentionally pulls the rigor of research and technical understanding to the forefront, allowing for an informed design and delivery approach. Our efficiency when it comes to documentation opens up even more room for innovation and critical thinking.

VEGA is well versed in the development and implementation of prototype drawings. Most notably, VEGA has delivered over 150 projects for Natural Grocers across the Western United States. While the VEGA created prototype design guided these projects, each was required to be site adapted in response to local zoning, design standards, and climate. What we've learned is that educating someone on **HOW** to use prototype documents, including **WHY** key decisions where made, is critical to repeatable success.

Based on previous work with Gunnison County, we know you are coming into this project with an opinion, and we love that! We look forward to helping you debunk the myth that sustainable home design is cost prohibitive and develop an appropriate implementation strategy that ensures success. This truly is an innovative and exciting opportunity that aligns perfectly with VEGA's skills and beliefs.

Sincerely,

Adam Ambro, AIA, LEED AP
Principal / Partner
303.898.9478
adam@vegaarchitecture.com

David Grooms, AIA, LEED AP
Principal / Founding Partner
303.872.0487
david@vegaarchitecture.com

Vega Architecture, LLC
495 W Cedar Ave
Denver CO 80223
303.872.0487

PROJECT UNDERSTANDING

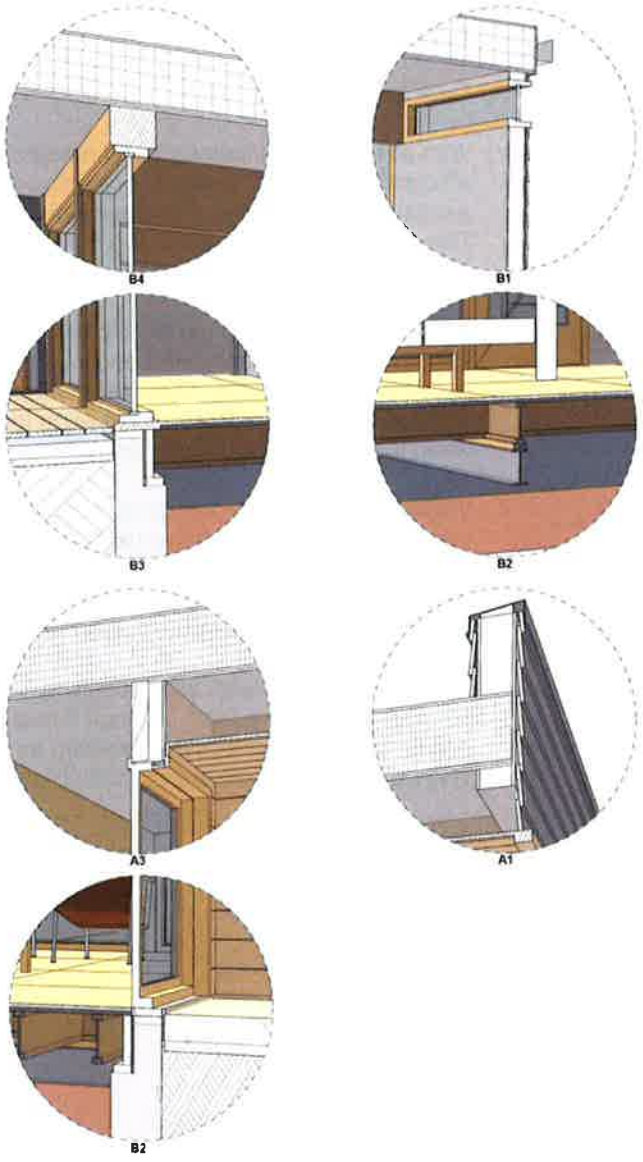
From an energy efficiency standpoint, **well designed insulation, air tightness, mechanical system selection, and electrification** are paramount to the design of an efficient building. However, these approaches are all synergistic with each other and dependent on unique factors such as solar orientation. In addition, each come with a point of diminishing returns - a direct factor in determining the "sweet spot" that will lead to a budget conscience deliverable.

In addition to energy efficiency, we believe that **material utilization and selection** can also play a significant role in meeting the County's goals of cost-effectiveness and wildfire resilience. While not typical for residential construction, we do feel elevated structural engineering input can lead to an efficient use of materials vs a traditional "leave it up to the framer" approach.

While system selection will inevitably inform the efficiency of the project, we strongly believe that **smart design and detailing** are the most critical aspect of the project. Once again, defining generic systems is easy - transitioning from one assembly to another is not. It requires a deep understanding of how the homes will ultimately be constructed so that traditional construction sequencing and management of trades does not need to be completely reinvented.

The success of this project will be defined by its use and acceptance by the community. We are committed to doing everything possible to ensure that affordable, energy efficient solutions are packaged in a **beautifully designed and livable home.** At 1,000 to 1,500 square feet, every square foot matters! The prototype design will be respective of the region and allow for individual home owners to interject their own personality.

We are excited to work with the County to define the final deliverables in a manner that allows for their widespread use without bringing a cookie-cutter mentality (real or perceived) to Gunnison County.



MAFA House Construction Details

TEAM

Vega Architecture is a registered LLC in the State of Colorado. It is owned by partners **David Grooms** and **Adam Ambro**, both of whom will play active roles in this project. VEGA proposes to utilize **BrightSense LLC** as an additional resource.

David Grooms, Principal
Vega Architecture
AIA, LEED AP, NCARB

Principal and Founding Partner David Grooms will be the **technical lead** for the project. Based on the established project priorities, he will be responsible for leading VEGA's research and evaluation of alternative construction systems and methods. David is currently finalizing a multi-phased renovation of his family residence in Genesee CO with a focus on advanced framing systems and cost-effective energy efficiency. Nothing makes you more cost conscience than working on your own home.

References:
Monet Ragsdale, Business Aviation Group 970.729.1392
Michael Braden, Los Alamos National Laboratory 505.551.4960
Eric Shafran, SII LLC 303.591.0757

Adam Ambro, Principal
Vega Architecture
AIA, LEED AP

Principal and Partner Adam Ambro will serve as the **primary point of contact** for this project. He will manage the day to day activities and work with Gunnison County as it relates to defining the project priorities and coordinating the anticipated public outreach. Adam is currently leading the design efforts associated with 36 1, 2, and 3 bedroom workforce housing units, coupled with a 13,000sf childcare facility, as a collaboration between the City of Steamboat Springs and the State of Colorado.

References:
Winnie DelliQuadri, City of Steamboat Springs 970.871.8257
Paul Giovannetti, Steelwave 303.918.3390
Rick Lamport, Gunnison County 970.641.2304

Hans Joachim Preiss, Principal
BrightSense LLC

Hans Joachim Preiss is founder and principal at BrightSense LLC, a building science consulting and mechanical systems design firm in Boulder, Colorado. Since 2014 they have worked with builders, architects, contractors, and homeowners on hundreds of residential projects across the Rocky Mountain West to help electrify homes and make homes net-zero energy ready.

Hans previously held engineering and product management positions at the boiler, water heater, solar, and heatpump division of Bosch North America, and as early as 2007 developed net-zero energy homes that were built in Canada, New England, and Georgia. Hans has a degree in Engineering Physics with specialization in Environmental Science from the University of Applied Sciences in Munich, Germany.

Hans is an IGSHPA Certified Residential Designer for ground-source heatpump systems and a member of the Colorado Green Building Guild (CGBG) and Colorado Renewable Energy Society (CRES).

BrightSense LLC provides:

- Solutions for building electrification using heatpumps
- Building science and envelope consulting
- True heating and cooling load calculations
- Right-sizing mechanical systems
- Balanced fresh-air ventilation system design
- ARCTIC cold climate hydronic heatpump sales and technical representation

PROJECT APPROACH

The following describes our proposed project approach and the basis of this proposal. While we understand the importance of **speed and efficiency**, we are also sensitive to the **public process**. We are excited to help guide the multiple stakeholder groups through an educational and documented design process.

Research and Discovery
The first phase will be quick but critical. It will focus on further understanding the scope of the project and defining priorities, including how to balance both sustainable and cost effective design. It will include conversations with the County regarding current code requirements and anticipated evolution of these standards.

VEGA will also continue research associated with innovative home building techniques, organizing this research in a clear fashion.

It will also include understanding how to best organize the remainder of the project. This includes developing a Public Outreach plan and schedule along with forming preliminary opinions with regard to how the final deliverables can be both useful and flexible.

Development of Preliminary Opinions
Starting at the system and detail level, VEGA will develop and organize preliminary opinions with regard to the appropriate systems and construction methods. Alongside the County, the various system options will be evaluated against the project priorities established in the Research and Discovery phase. This will give the design team the necessary building blocks to use during the design process.

Education will be critical to any agreed upon Public Outreach. This project will require a careful balance of priorities. In order for any outside input to truly be of value, the priorities and proposed project approach must be clearly organized and presented. We believe feedback and public support of the process will be more critical that public opinion regarding the final design. We want everyone to understand how and why critical design will be made.

Draft Plans and Details
While we will inevitably be forming opinions and exploring options from the very beginning (in fact, internal conversations have already begun - how can they not?) draft plans and details will be developed based on the established priorities. Our design process is both digital and virtual from the beginning. Our rigorous approach to the use of BIM will serve the process in a number of ways. First, it will give us instant access to a visual representation of the proposed design. Second, this same model will give us **realtime data regarding performance and material usage**. And perhaps most importantly, we will be building the project virtually from the start allowing us to continually think through the lens of those who will ultimately be responsible for constructing homes based on these plans.

With this groundwork laid, additional Public Outreach associated with the draft plans and details can now be better focused. We see scenarios where feedback from multiple stakeholder grounds can be gathered, including :

- Local homebuilders and tradesman regarding the cost effectiveness and constructibility of the proposed plans and details;
- Community groups regarding the design and compatibility with the spirit and character of Gunnison County;
- And of course potential end-users regarding the livability of the proposed plans.

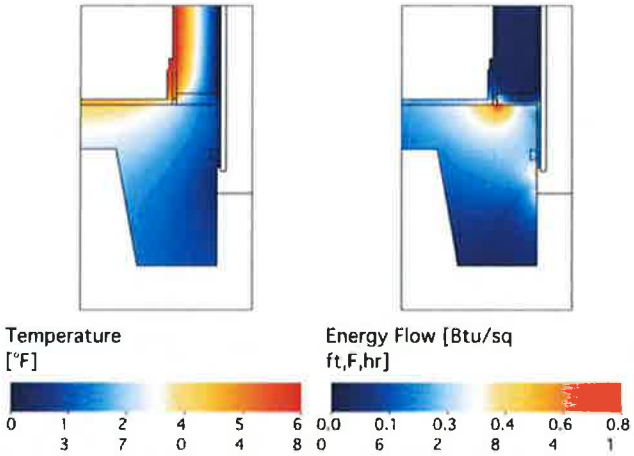
Final Plans and Details
Our public outreach plan will be focused on both gathering valuable feedback and developing consensus. Feedback from the various stakeholder groups will be incorporated into the final plans and details. At VEGA we pride ourselves in the clarity and usability of our Contract Documents. When combined with a rigorously developed digital model, our BIM standards allow us to quickly develop CDs and give us the time and space needed to enhance the documents, adding valuable information to critical assemblies, details, or constructions sequencing.

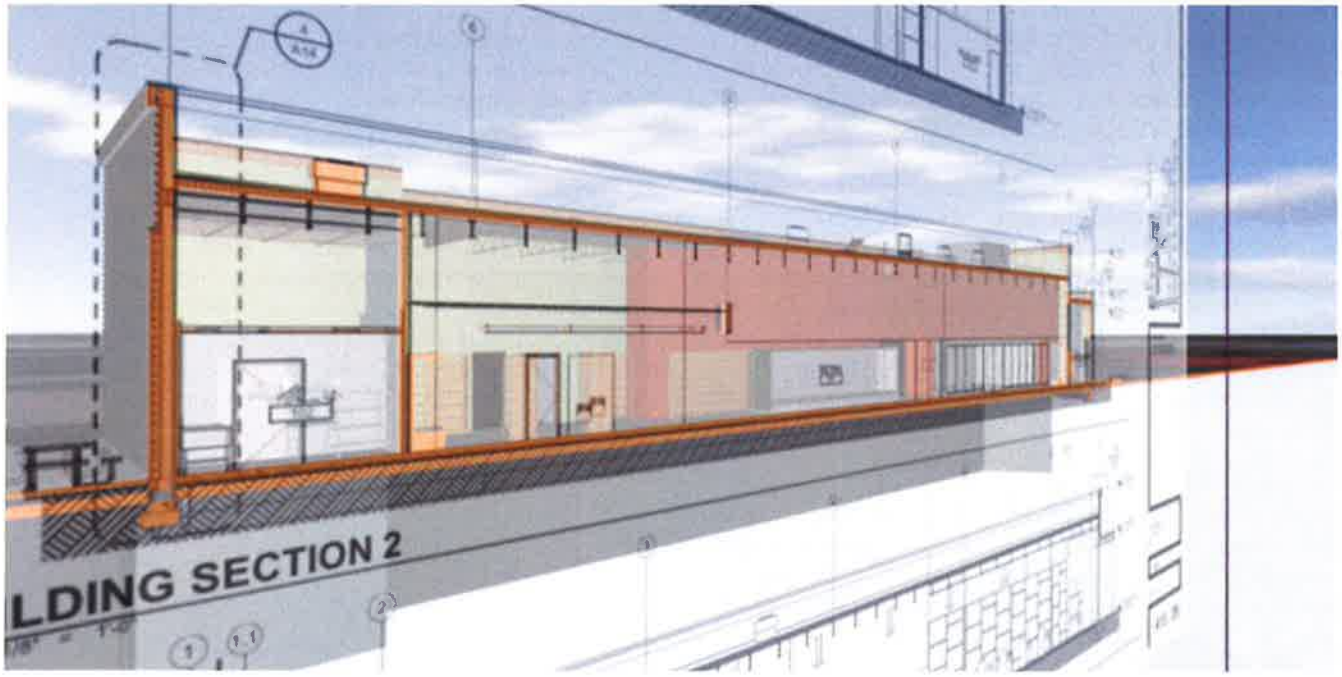
PROJECT APPROACH

Since its inception VEGA has utilized **BIM** in a manner that fully realizes all of its benefits. In addition to delivering clear and concise Contract Documents, the rigor with which our digital models are developed allow for real-time energy modeling and material take-off information to be made available. This turns these metrics into **proactive design tools** as opposed to post-design evaluations.

Design decisions, and their impact on things such as life safety, energy performance, first costs, life cycle costs, all need to be evaluated within the context of each other. Our process will start with the identification of the critical systems and decisions that need to be made, along with **defining the priorities and metrics** against which they will be evaluated.

We will then assembly all of the available alternatives and evaluate the viable ones from the perspective of not only their independent compatibility with the project priorities, but their impact on other systems and decisions. The results will give us the building blocks that will inform the more **comprehensive home design**.





EXPERTISE

VEGA thrives on solving problems and adding value for our clients. Licensed across the western United States, we leverage our **innovation, precision and intelligence** to deliver wonderfully functional and inspiring places.



Summit County Sand and Salt Shed, Frisco CO

VEGA was founded in 2010 with a commitment to challenge how architecture was traditionally delivered. There was no better platform to develop and continually refine this approach than a nationwide roll-out of Natural Grocers stores. VEGA not only developed the **prototype design** for Natural Grocers, we did it in a way that ensured brand consistency, and cost-effective construction, could be implemented across an extremely wide range of geographic regions - each with own climate, regulations and design sensibilities. This experience and mindset informs all of our projects, but will be especially valuable for this effort.

We know how to quickly understand an organization, their priorities and their standards. VEGA has a long-standing, successful history working with the Los Alamos National Laboratory in Los Alamos New Mexico. Our success is largely credited to understanding, respecting, and where appropriate, challenging their rigorous standards all with the established goals of any given project taking priority. Similarly, we have successfully delivered multiple projects for other large **public organizations** including Summit County, NCAR/UCAR and NREL.

Rarely is a project delivered without navigating a **complex network of stakeholders**, each often coming with their own, and sometimes conflicting, opinions and priorities. VEGA is well-versed in leading multiple conversations and helping guide them towards consensus. VEGA is currently leading the design of a $30M+ project in Steamboat Springs that is a collaboration between the City of Steamboat Springs, Routt County and the State of Colorado. Additionally, federal funding sources, while helping make the project a reality, have added an additional layer of stakeholder complexity. This experience, along with Principal Adam Ambro's previous working experience in Gunnison with the redevelopment of the Gunnison-Crested Butte Regional Airport, will allow a technically sound and innovative project deliverable to be informed by a robust community conversation.

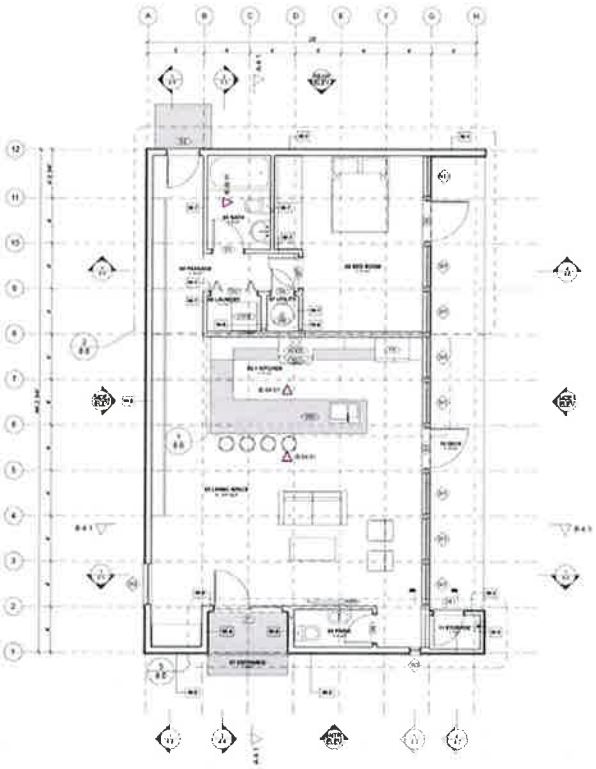
vega

MAFA House

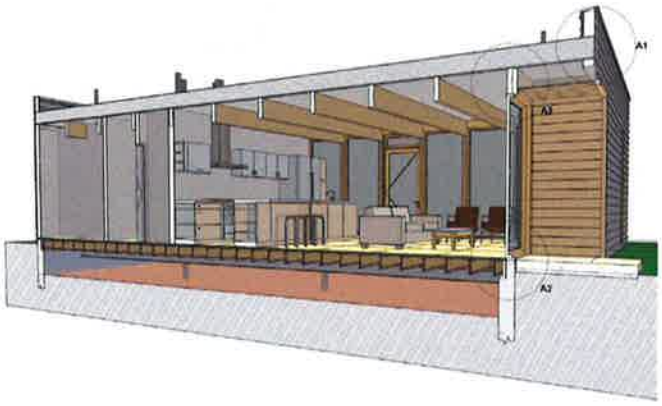
Anywhere & everywhere

In 2015, out of pure curiosity, VEGA embarked on the MAFA project. The MAFA house was created to develop a fully developed set of home plans to give home owners access to a modern and flexible design – to suit a variety of sites and jurisdictions - without having the additional cost and time associated with hiring an architect for a custom set of plans. This design had the following key elements:

- Ability to be sited on a narrow urban lot OR rotated sideways to be turned and oriented towards views – if it was being utilized on a larger lot.
- Ability for the design to be added on to in a clear and logical manner as the family or needs grew.
- One bedroom, 2.5 bath for base module with options to add additional bedrooms, living rooms, garage, etc. along common circulation spine.
- Energy efficient
- Clear and concise set of home plans designed for intuitive constructibility and for an easy code review.
- Customizable – Homeowner options for selecting different exterior and interior materials to suite personal taste or local design guidelines.
- Modern and health focused design that maximized natural light.
- Space Efficient – to create spaces that "lived larger" than they were.
- Materials list that aided in construction pricing.
- LEED certification pathway outlined if the homeowner chose to pursue that path.



1 FLOOR PLAN



A 3D SECTION

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Natural Grocers

Various Locations

Starting in 2009, VEGA led the prototype creation and national rollout for Natural Grocers by Vitamin Cottage. Over that time, VEGA helped them grow from a handful of local stores to having over 160 locations across 20 states.

VEGA developed a process that ran from due diligence through opening that allowed us to develop the projects with unmatched speed and quality, all the while developing unique designs that met the local design requirements and reinforced the Natural Grocers brand.

Each project required significant planning and entitlements work with a focus on future vertical development and overall value.





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Steamboat Childcare & Worker Housing

Steamboat Springs, CO

Winnie DelliQuadri
Special Projects and Intergovernmental Services Manager
City of Steamboat Springs
970.871.8257

The Steamboat Childcare and Worker Housing project is a new, 4-story mixed-use building with structured parking located in Steamboat Springs, CO. It includes a 13,000sf childcare center focused on infant and toddler care. 36 one, two and three-bedroom housing units are located above.

As a collaboration between the City of Steamboat Springs, Routt County and the State of Colorado, the project will provide much needed services and facilities to the community while creatively utilizing a previously undevelopable parcel of land along the Yampa River.





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Los Alamos National Laboratory Fire Station No.5

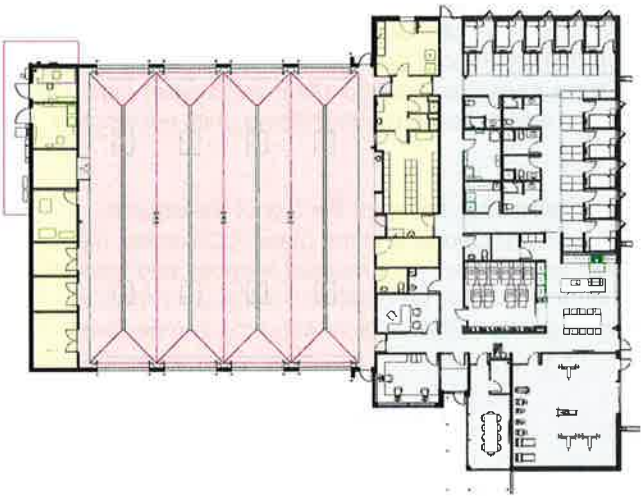
Los Alamos, NM

Michael Braden RA
LANL Engineering Services
WFO Project Engineer
505.551.4960

Currently under construction, this 15,000 sf ground up fire station represents the first in a new generation of fire stations for Los Alamos County and Los Alamos National Laboratory.

We were tasked with delivering a cutting edge fire station that would be able to deal with the rigorous work of firefighters while simultaneously providing them a healthy and safe space to live and decompress. VEGA led the key stakeholders from the Lab, County and Fire Department through conceptual charrettes and programming studies to determine the best design for this critical facility.

The site plan design process took into consideration both the efficiency of fire apparatus movement and construction costs. This lead to a substantially different site plan than was originally conceived by the Lab.





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Summit County Library North Branch

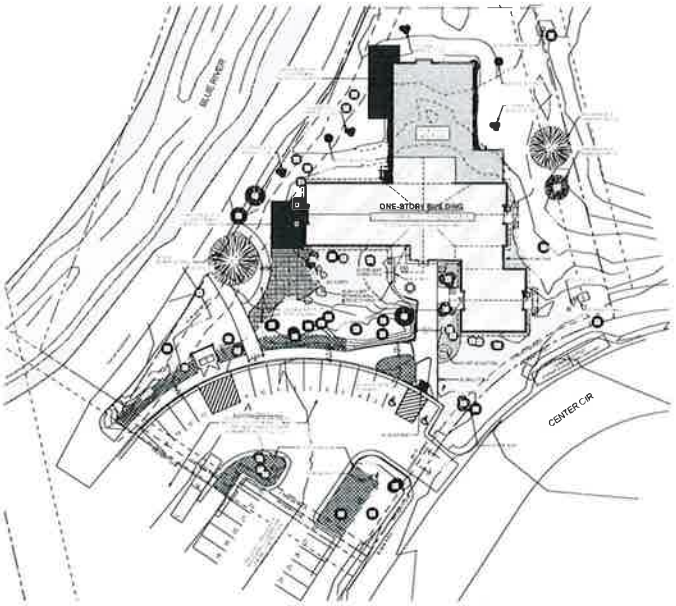
Silverthorne, CO

Stephanie Ralph
Summit County Library
Library Director
970.531.9368

The goal of the redesign and expansion of the North Branch of the Summit County Library, scheduled to open in 2023, was to not only meet the needs of a growing population, but to do so in a way that also allowed more programmatic flexibility and community engagement. With a few simple but strong moves, we were able to improve circulation, functionality and openness to the wonderful natural environment and Blue River. Furthermore, a much enhanced and centralized children's program area was realized which included an engaging outdoor space.

Through strategic interventions, we were able to drastically improve the functionality of the existing large meeting space - effectively doubling its capacity. This illustrates our commitment to maximizing the project impact within the constraints of the budget and schedule.

The project shares a site with the Town of Silverthorne's police headquarters and municipal offices, requiring careful coordination with their operations.







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Ream House

Golden, CO

If we have a type when it comes to residential preservation, it definitely starts with a "R" and ends in an "eam." After completing the renovation on the amazing Busch house, we had the opportunity to consult on the second of the three houses James Ream designed while he was still in Denver. Sited in the mountains west of Denver, this amazing and iconic house sits in the trees with a light touch on the landscape. It is a wonderful example of how modern architecture can profoundly interact with its landscape when done well.

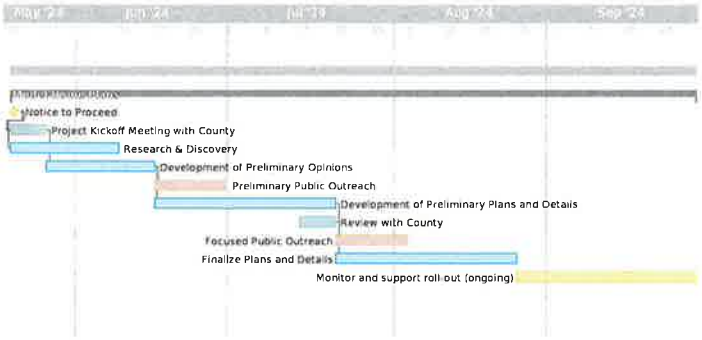




DESIGN SCHEDULE

Based on an anticipated Notice to Proceed of May 20th, the following schedule illustrates how the project can be delivered by the **end of August 2024**. To allow for realistic scheduling, 2-week durations have been identified for public outreach. We are suggesting design work and internal conversations continue during these public outreach periods in order to maintain momentum and the overall schedule.

Gunnison County	start	end
Model Home Plans	**05/20/24**	**09/27/24**
Notice to Proceed	05/20	05/20
Project Kickoff Meeting with County	05/20	05/24
Research & Discovery	05/20	06/07
Development of Preliminary Opinions	05/27	06/14
Preliminary Public Outreach	06/17	06/28
Development of Preliminary Plans and Details	06/17	07/19
Review with County	07/15	07/19
Focused Public Outreach	07/22	08/02
Finalize Plans and Details	07/22	08/23
Monitor and support roll-out (ongoing)	08/26	09/27



"I would like to take the time to let you know how much I appreciate the team at Vega Architecture. Over the past 9 years we have worked on at least 45 projects together and there are a few areas where Vega standouts among the other design firms we have worked with. First, your team is fantastic at quickly diving into design/land use regulations and synthesizing that information into highly efficient site designs and elevations that meet design regulations, tenant requirements, and owner budgets (not an easy feat). Second, your public agency presentations, whether to City Council, Design Review Board, or Planning Commission, are polished, professional, and thoroughly researched and prepared. No matter the situation or potential issue at hand, I am always confident when you are presenting projects on our behalf. Finally, I really appreciate how well you and your staff work as a team, both in leading the design, and in coordinating with tenant and owner during bidding and construction."

Monet Ragsdale
Development Director
Business Aviation Group

OWNER PARTICIPATION

Due to the accelerated project schedule, we anticipate communication between the design team and the County to be both **regular and continuous**. Weekly design updates and/or work sessions will be scheduled but critical conversation (or perhaps even not so critical ones) shouldn't have to wait. We look forward to bringing our professional yet laid back demeanor to this project.

Refining the project scope and establishing the priorities against which alternatives will be evaluated will be key to a successful project and maintaining the schedule as outlined. In order to do this, the County should have the **key stakeholders and decisions makers** identified and available to the design team.

Also critical to maintaining the schedule will be identifying or **defining a "typical" site**. We understand that this will most likely be a dynamic conversation, necessitating revisions or adjustments along the way. Once the home design effort starts in earnest, significant changes may warrant schedule adjustments.

The County will play a critical role is organizing and facilitating any **Public Outreach**. VEGA will assist with the preparation of any necessary collateral or messaging and lead the work sessions. We anticipate public open house type events that are equal parts education and opinion gathering.

We request that representatives from the Gunnison County **building department** be available throughout the process. We are currently assuming that "formal" reviews of our preliminary assumptions (applicable codes and submittal requirements), draft plans and final Construction Documents will take place.



Steamboat Childcare and Worker Housing, Steamboat Springs CO

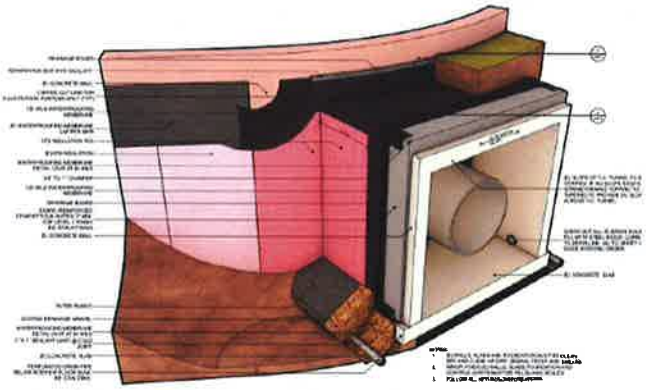
COST

The following fee proposal represents our current understanding of the project and is based on the deliverables outlined in the RFP and the process described in this proposal. In order to deliver best-value to Gunnison County, we are suggesting engineering allowances that are further defined once we kick-off the project off and better define the overall project scope, schedule and deliverables.

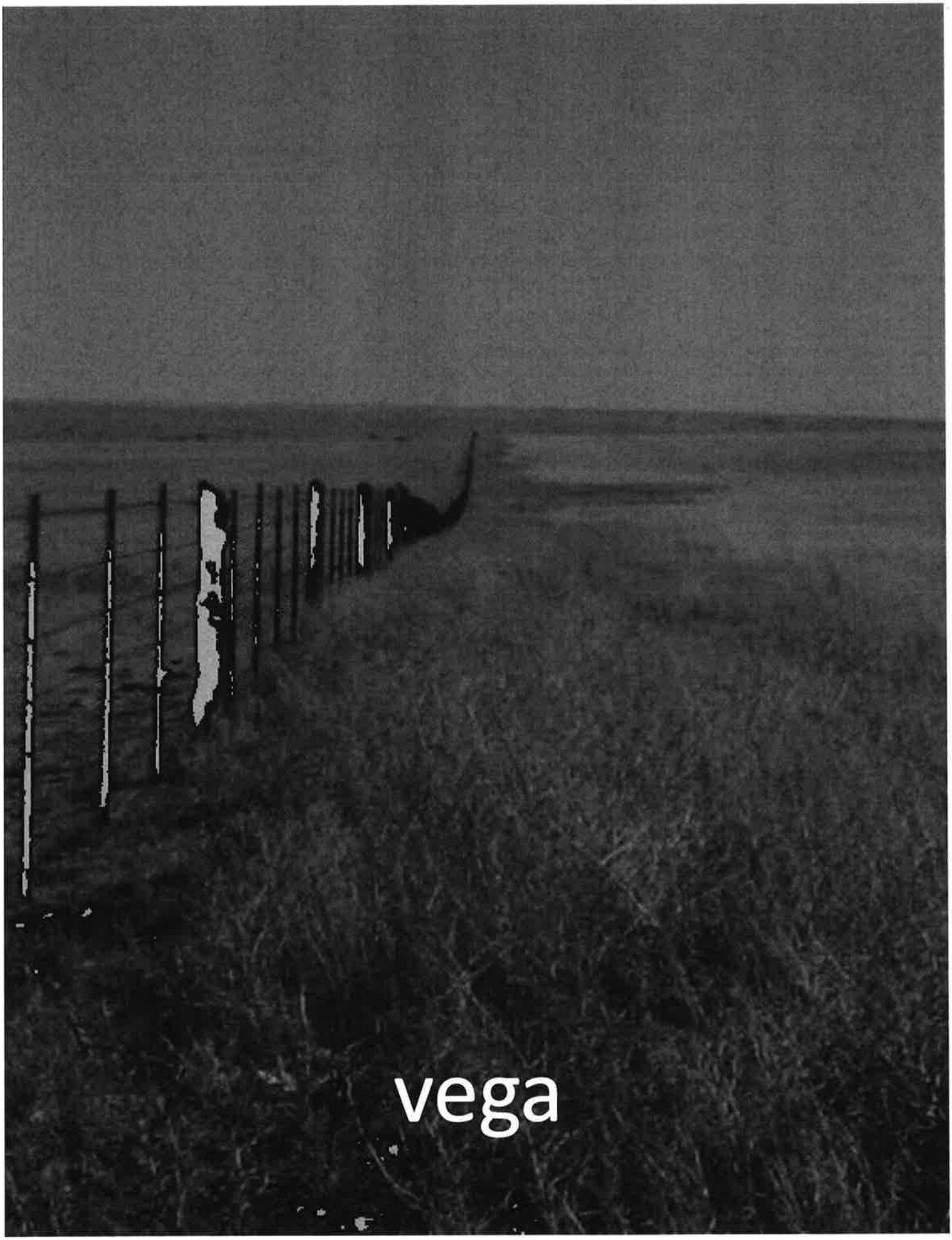
Development of Model Home Plans with Alternatives	$ 35,000	Lump Sum
Research, Innovation and Project Management	$ 23,000	Lump Sum
Public Outreach	$ 3,000	Lump Sum
MEP Engineering	$ 10,000	Hourly Allowance
Structural Engineering	$ 7,000	Hourly Allowance
Reimbursable Expenses	$ 2,000	Allowance
Total	**$ 80,000**	

Where services are to be provided on an hourly basis, VEGA's standard billing rates are as follows:

Principal	$185-200
Senior Project Manager	$150-175
Senior Project Architect	$150-175
Project Manager	$120-160
Project Architect	$120-160
Designer	$100-125
BrightSense LLC	$125



National Center for Atmospheric Research (NCAR), Boulder CO


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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #7; Contract No. 21 IHIA 159833

Action Requested: Other Approval of Amendment - DocuSign will be sent after amendment is approved

Parties to the Agreement:

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

Summary:

Request for approval of Colorado Dept. of Early Childhood Amendment #7. Once approved Docusign will be emailed to County Manager.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

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

Comments:
Legally sufficient. SO 6/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/26/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

COLORADO
Department of Early Childhood

INTERGOVERNMENTAL CONTRACT AMENDMENT #7

SIGNATURE AND COVER PAGE

<table>
<tr>
<td>State Agency
Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246</td>
<td>Original Contract Number
21 IHIA 159833</td>
</tr>
<tr>
<td>Contractor
Gunnison County
220 North Spruce Street
Gunnison, CO 81230</td>
<td>CTGG1 QAAA 2025- A7
GAE QAAA 2025-</td>
</tr>
<tr>
<td rowspan="2">Current Contract Maximum Amount
Initial Term
State Fiscal Year 2021 $63,450*
*Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:
• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $5,506,000
• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $511,134
• Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed $424,096
The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).
CTGG1 IHIA 2021-029
GAE QAAA 2021-040

Extension Terms

State Fiscal Year 2022 $89,280*
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:
• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $6,283,201
• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $505,000
The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).

CTGG1 IHIA 2022-027
GAE IHIA 2022-104</td>
<td>Contract Performance Beginning Date
July 1, 2020</td>
</tr>
<tr>
<td>Current Contract Expiration Date
June 30, 2025</td>
</tr>
</table>

State Fiscal Year 2023 **$108,040*** *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $7,626,301, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $647,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). CTGG1 QAAA 2023-095 GAE QAAA 2023-103 **State Fiscal Year 2024** **$112,072*** *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $5,344,341, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $627,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). CTGG1 QAAA 2024-194 GAE QAAA 2024-172 **State Fiscal Year 2025** **$83,955*** *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $5,344,341, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $627,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). CTGG1 QAAA 2024-194 for AOC and FCCHN CTGG1 QAAA 2025- for ECSB, CSQI and CCR&R GAE QAAA 2025- **Total for All State Fiscal Years** **$456,797***	

Signature Page begins on next page →

COLORADO
Department of Early Childhood

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Gunnison County	**STATE OF COLORADO** Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director
_____ By:Matthew Birnie, County Manager	_____ By: Stephanie Beasley, Deputy Executive Director
Date: _____	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:_____
Laura Curnow, CDEC Controller

Amendment Effective Date:_____

COLORADO
Department of Early Childhood

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment, or **July 1, 2024**, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This Amendment extends the Contract Expiration Date, increases funds for SFY25 services and amends Exhibits A, B, F, G; adds Exhibits H and I and removes Exhibit E.

5. MODIFICATIONS

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

A. **Extend the Contract Expiration Date from September 30,2024 to June 30, 2025**
The Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. **Increase the Contract Amount for SFY25 by $74,802 from $9,153 to $83,955 and Increase the Maximum Amount for All State Fiscal Years from $381,995 to $456,797.**
The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. **Exhibit A – Statement of Work**
Exhibit A – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. **Exhibit B – Budget**
Exhibit B – Amendment #7, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #6 page 3 of the Original Contract.

E. **Exhibit E, HIPAA Business Associate Agreement**
Exhibit E is hereby removed from the contract.

F. **Exhibit F, Additional Provisions**
Exhibit F – Amendment #7, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #6 of the Original Contract.

G. **Exhibit G, Supplemental Provisions for Federal Awards**
Exhibit G – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit G of the Original Contract.

H. **Exhibit H, State of Colorado Data Sharing Agreement Exhibit**
Exhibit H – Amendment #7, which is attached and incorporated by this Amendment, shall be added to the Original Contract.

I. **Exhibit I, PII Certification**
Exhibit I – Amendment #7, which is attached and incorporated by this Amendment, shall be added to the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)
AVAILABILITY OF CARE (AOC)
FAMILY CHILD CARE HOME NAVIGATION (FCCH)
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)

GUNNISON COUNTY
220 NORTH SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL

JULY 1, 2024-JUNE 30, 2025

ABBREVIATIONS

- CACFP – Child and Adult Care Food Program
- CCCAP – Colorado Child Care Assistance Program
- CDA – Child Development Associate
- CDEC – Colorado Department of Early Childhood
- EC – Early Childhood
- ECC – Early Childhood Council
- ECE – Early Childhood Education
- ECMH – Early Childhood Mental Health
- EQ – Expanding Quality
- EQIT – Expanding Quality Infant Toddler
- GAE – General Accounting Encumbrance
- GHECC - Gunnison Hinsdale Early Childhood Council
- HOA – Home Owners Association
- ID - Identification
- ITS-C – Infant/Toddler Specialist Coaching
- MOU – Memorandum of Understanding
- NTYC - Nurturing the Young Child Conference
- PDIS – Professional Development Information System
- QI – Quality Improvement
- QRIS – Quality Rating and Improvement System

STATEMENT OF WORK (SOW)
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

INTRODUCTION/BACKGROUND

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

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

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which shall be kept updated. The

GHECC shall annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC shall submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget.

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025

WORK PLAN

ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements. The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules. An evaluation plan and report are submitted to the CDEC on an annual basis.				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 6 GHECC meetings per year.	July 1, 2024 - June 30, 2025	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Early Childhood Services Supervisor	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2024 - June 30, 2025	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Early Childhood Services Supervisor	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2024 - June 30, 2025	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Early Childhood Services Supervisor	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2024 - June 30, 2025	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings	Small or under-represented early childhood service providers shall attend Council meetings.	Early Childhood Services Supervisor	Personnel

Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2024 - June 30, 2025	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2024 - June 30, 2025	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2024 - June 30, 2025	Data tracking requested measures annually	Data is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2024 - June 30, 2025	Submitted Evaluation Report annually	Evaluation Report is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2024 - June 30, 2025	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to CDEC	Early Childhood Services Supervisor	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #2:	Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level. At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2025 and annually thereafter.				
Key Activity D: Nurturing the Young Child Conference					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1, 2025	The NTYC Conference shall provide at least 5 training hours	List of Attendees, number of training certificates given	Early Childhood Services Supervisor	Personnel and Annual Conference

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the CDEC.	July 1, 2024-June 30, 2025	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the CDEC.	July 1, 2024-June 30, 2025	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the CDEC.	By January 31, 2025	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2024.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By May 1, 2025.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Participate as needed in the Shared Measures data collection	July 1, 2024-June 30, 2025	GHEC shall participate in Shared Measurement Tool Data sharing as required.

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

PERIOD OF PERFORMANCE

July 1, 2024 – June 30, 2025

WORK PLAN

CSQI WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2024 – 6/30/2025	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	• Number of quality Level 2 targeted child care providers • Number of providers contacted and given information	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2024 – 6/30/2025	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	• Number of QI Coaching hours provided • Total funds spent by providers on QI materials • Total funds spent on professional development training • Colorado Early Childhood Credential level of provider staff members • Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating • Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 • Number of CCCAP eligible children that receive high quality child care services	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality programs (Level 3-5); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2024 – 6/30/2025	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children Number of quality Level 3-5 providers that contact CCCAP staff in their County Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement Number of CCCAP eligible children that receive high quality child care services	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel

CSQI WORK PLAN	
OUTCOMES, BENCHMARKS, AND MILESTONES	
Outcome statement:	**Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.**

Key Activity B: Colorado Shines Program Engagement

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2024 – 6/30/2025	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2024 – 6/30/2025	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	Number of providers receiving technical assistance Number of technical assistance hours provided Number of providers registered on Colorado Shines Number of providers with a PDIS account	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2024 – 6/30/2025	Encourage local child care providers to take action on increasing the quality of their care with accurate information	Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome Statement	**Increase the number and percentage of children receiving child care subsidy being served in a high quality program.**				
Key Activity C: CCCAP Children Served in High Quality Programs					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2024 – 6/30/2025	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	Number of meetings with agenda Number of participants and agency representation Number of children receiving CCCAP	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2024 – 6/30/2025	Support providers to get accurate information, training and technology on the CCCAP program	Number of providers with County CCCAP fiscal agreement Number of providers that accept CCCAP in Colorado Shines	Early Childhood Services Supervisor and QI Navigator	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.**				
Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/2024 – 6/30/2025	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2024 – 6/30/2025	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	Number of Communities meetings with agendas and participants	QI Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2024 – June 30, 2025	• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2024 – June 30, 2025	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2024 – June 30, 2025	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2024 – June 30, 2025	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)
AVAILABILITY OF CARE (AOC)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall develop a variety of methods for local child care providers to collect and report on open slots and report data collected to the Colorado Shines Salesforce system in order to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website. The GHECC shall contact child care providers in our area on a regular basis to offer support throughout this process. The GHECC shall utilize our particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within our service area, in partnership with public agencies and private entities.

PERIOD OF PERFORMANCE

July 1, 2024 – September 30, 2024

WORK PLAN

AOC Work Plan					
Key Activity A: Develop methods for their local child care providers to report open child care slots.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Develop a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form)	July 1st, 2024 - September 30th, 2024.	-outreach methods are created to allow for easy reporting on open child care slots.	-text, email, or calling methods are developed and child care slot availability is tracked throughout the grant period.	Availability of Care Navigator	Personnel
Key Activity B: Conduct frequent contacts with each child care provider in their catchment area					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Conduct frequent contacts with each child care provider in the GHECC catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines.	July 1st, 2024 - September 30th, 2024	-Frequent contact are made with each child care provider to inform of enhanced supports and connect to available resource.	-Number of contacts made throughout the grant period	Availability of Care Navigator	Personnel
Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);	July 1st, 2024 - September 30th, 2024	-Upload availability data in the Colorado Shines Salesforce System	-Availability data is tracked and uploaded on a regular basis.	Availability of Care Navigator	Personnel

AOC Work Plan					
Key Activity D: Work with other positions and utilizing their particular knowledge to strategically increase the supply and quality of child care services within their service area.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regular contact with other positions (i.e. family child care home navigators, licensing specialists), to gain perspective on the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.	July 1st, 2024 - September 30th, 2024	-Regular contact is made with other positions and conversations and planning are completed within the council to access the availability of child care slots and future child care needs in catchment area.	-Reports on available child care slots and future child care needs are completed	Availability of Care Navigator Early Childhood Services Supervisor	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	September 30, 2024	outreach methods are created to allow for easy reporting on open child care slots.
Availability data is gathered and uploaded to Colorado Shines Salesforce System on a bi-monthly basis.	September 30, 2024	The GHECC shall gather and upload availability data on a regular basis.
The GHECC shall meet with other positions that support licensed providers once in the grant period to access child care availability and lack of child care slots in the catchment area.	September 30, 2024	The GHECC shall track and report on available child care slots, waitlists, and the number of child care slots needed to meet the child care needs of the community. The GHECC shall also strategize around ways to increase the supply and quality of care in catchment area.

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)
FAMILY CHILD CARE HOME NAVIGATION (FCCH)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council (GHECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall work to support new and existing family child care homes, and/or those interested in becoming a licensed family child care home in a variety of ways including:

- Support in accessing existing supports including financial, professional development, shared services, child care management software, family child care home associations, benefits opportunities (health insurance, Child and Adult Care Food Program (CACFP), early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports)
- Providing technical assistance to new and existing FCCH providers as they move through the licensing process as well as providing support in completing applications for grants and other opportunities.
- Developing and sharing information with family child care home providers around legislative changes impacting their operations (i.e. 1222, 199, HOA legislation, etc.)
- Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings;
- Connecting and supporting FCCH providers with quality improvement through the Colorado Shines Rating and Quality Improvement System.
- Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement with CCCAP.
- Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;

PERIOD OF PERFORMANCE

July 1, 2024 - September 30, 2024

WORK PLAN

FCCH Work Plan					
Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	July 1st, 2024-September 30th, 2024	The FCCH navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	FCCH Navigator	Personnel
Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities	July 1st, 2024-September 30th, 2024	Providing information on and connections to existing supports.	-Number of existing, new, and potential providers contacted and given information on existing supports.	FCCH Navigator	Personnel
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1st, 2024-September 30th, 2024	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	FCCH Navigator	Personnel

FCCH Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1st, 2024-September 30th, 2024	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel
Connect FCCH providers with CSQI Navigators	July 1st, 2024-September 30th, 2024	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	FCCH Navigator QI Navigator and Coach	Personnel
Key Activity B: Developing and sharing information with family child care home providers around legislative changes impacting their operations					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Share information with new and existing FCCH providers around HB21-1222 and SB21-077	July 1st, 2024-September 30th, 2024	Information on HB21-1222 and SB21-077 is shared with potential, new, and existing FCCH providers to inform them of these new laws that remove licensing barriers and might impact their operations.	-Document created that outlines new legislation -Number of providers information was shared with.	FCCH Navigator	Personnel
Key Activity C: Assist new and existing FCCH providers in understanding available child care assistance programs, benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments;	July 1st, 2024-September 30th, 2024	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel

FCCH Work Plan					
Key Activity E: Recruiting new family child care home providers in Gunnison and Hinsdale Counties.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1st, 2024-September 30th 2024	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	FCCH Navigator	Personnel
Key Activity F: Assist new and existing FCCH providers in understanding available benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.	July 1st, 2024-September 30th 2024	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel

FCCH Work Plan					
Key Activity G: participating in ongoing technical assistance and training opportunities. including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.	July 1, 2024-September 30th, 2024	The FCCH Navigator shall participate in technical assistance and training opportunities offered throughout the year.	-Participation in technical assistance and community of practice	FCCH Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
8 potential, new, or existing providers shall be connected to or provided information on: -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports. -health insurance options	September 30th, 2024	The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.
Document outlining new legislation is created and shared with FCCH providers.	September 30th, 2024	The GHECC shall create a document outlining new legislation the impacts FCCH providers and information shall be shared with potential, new and existing FCCH providers.

Measurement	Schedule	Deliverables
FCCH navigator shall participate in 75% of the technical assistance and training opportunities offered by the FCCH Navigator Project Manager.	September 30th, 2024	The FCCH navigator's participation shall be tracked.
At least 1 FCCH provider shall become licensed and take advantage of the licensing bonus during the grant period	September 30th, 2024	Number of new licensed FCCH providers
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	September 30th, 2024	Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must be PDIS Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by PDIS Credentialed EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQ RELATE Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQ Coaching model must be pre-approved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including enhanced coaching, Touchpoints, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to $50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025

WORK PLAN

EQ Initiative Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2024 - June 30, 2025	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement. The EC Council and EQ team members shall participate in professional development and/or technical assistance offered by the EQ Initiative.	Quarterly Reporting includes: ● Description provided of efforts to contact, coordinate, and collaborate with key stakeholders ● Detailed description of connections between EQ and other quality improvement work. ● Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants	Early Childhood Services Supervisor or EQ Staff.	Personnel

Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2024 - June 30, 2025	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook. Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.	● By July 30, 2024 provide detailed annual course plan with advertising ● By July 30, 2024 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses ● Materials are requested at least 2 weeks before start date of EQIT course ● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025 including participant PDIS ID. ●EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 30, 2024	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2024 - June 30, 2025	● Course participants complete EQ Initiative online data collection survey	100% of Course participants shall complete	EQ Staff	Personnel

Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2024 - June 30, 2025	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced ● Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2024	EQ staff	Personnel
Infant Toddler Specialist-provided coaching	July 1, 2024 - June 30, 2025	Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook. **24** of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework Corrine Jaeger Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced	Corrine Jaeger – EQIT trainer and Coach	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 24 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2024. This plan shall include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY24 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC shall order materials for FY 24 Fall EQIT course(s) by July 30, 2024 and shall order materials for FY 24 Spring EQIT course(s) by November 30, 2024.
- The GHECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2024.
- The GHECC shall complete 2 EQIT courses of training by June 30, 2025.
- The GHECC shall complete 24 hours of EQ-funded Coaching by June 30, 2025.
- The GHECC shall submit required quarterly reports by October 31, 2024, January 31, 2025, April 30, 2025 and **June 30, 2025**.

ACCEPTANCE CRITERIA

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

COLORADO
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Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County (Fiscal Agent for Gunnison Hinsdale Early Childhood Council)
Budget Period	July 1, 2024 - June 30, 2025
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Availability of Care (AOC) Family Child Care Home Navigator (FCCHN)

Program Contact Name, Title	**Lana Athey, Early Childhood Services Supervisor**
Phone	**970.641.3244**
Email	lathey@gunnisoncounty.org
Fiscal Contact Name, Title	**Jody Wise, Senior Accountant**
Phone	**970.641.7679**
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — SFY 2025

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Number of Months on Project	Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	Availability of Care (AOC)	Family Child Care Home Navigator (FCCHN)	Total Amount Requested from CDEC
Community Health Manager	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants. (ECSB 11%, CSQI 9%, CCR&R 0%, FCCH 0%)	$105,061	$34,320	12.00	19.00%	$ 13,938	$ 12,544	$ -	$ -	$ -	$ 26,482
Early Childhood Services Supervisor	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 15%, CSQI 12%, CCR&R 0%, FCCH 0%)	$84,968	$32,240	12.00	25.00%	$ 16,409	$ 12,893	$ -	$ -	$ -	$ 29,302
Coach/QI Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 9.5%, CCR&R 0%, FCCH 0%)	$73,841	$11,440	12.00	13.00%	$ -	$ 11,087	$ -	$ -	$ -	$ 11,087
CCR&R & FCCH Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. (ECSB 4%, CSQI 3%, CCR&R 23%, FCCH 27%)	$61,526	$8,840	3.00	52.50%	$ -	$ 528	$ -	$ 3,870	$ 4,838	$ 9,236
					Total Personnel Services (including fringe benefits)	**$ 30,347**	**$ 37,052**	**$ -**	**$ 3,870**	**$ 4,838**	**$ 76,107**

Contractors/Consultants (payments to third parties or entities) — SFY 2025

Name	Description of Item	ECSB Total Amount Requested from CDEC	ECSB Allowable in MTDC calculation	ECSB Unallowable in MTDC	CCQI Total Amount Requested from CDEC	CSQI Allowable in MTDC calculation	CSQI Unallowable in MTDC	CCR&R Total Amount Requested from CDEC	CCR&R Allowable in MTDC calculation	CCR&R Unallowable in MTDC	AOC Total Amount Requested from CDEC	AOC Allowable in MTDC calculation	AOC Unallowable in MTDC	FCCHN Total Amount Requested from CDEC	FCCHN Allowable in MTDC calculation	FCCHN Unallowable in MTDC	Total Amount Requested from CDEC	Total Amount Allowable in MTDC	Total Amount Unallowable in MTDC
	No costs shall be reimbursed by CDEC for this category.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Contractors/Consultants	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Travel — SFY 2025

Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Requested from
Travel in the region and to Denver to ECCLA	Trips to Denver for ECCLA and/or RMECC. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching	$ 1,505	$ 429	$ -	$ -	$ -	$ 1,934
	Total Travel	**$ 1,505**	**$ 429**	**$ -**	**$ -**	**$ -**	**$ 1,934**

Supplies & Operating Expenses — SFY 2025

Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Requested from
Computer Cost/IT Charge	67% of 1 laptop @$3,000/year = $2,100.	$ 1,200	$ 900	$ -	$ -	$ -	$ 2,100
Advertising/Education	Print media and social media, outreach materials, thank yous	$ 300	$ -	$ -	$ -	$ -	$ 300
Office Supplies	Papers, Pen, Markers, Printer Ink	$ 100	$ -	$ -	$ 198	$ 247	$ 545
Meeting/Events Costs	Materials, Food for meetings or celebrations	$ -	$ 250	$ -	$ -	$ -	$ 250
Annual Conference	Space rental, speakers, materials, food, awards	$ -	$ 819	$ -	$ -	$ -	$ 819
Registration Fees	RMECC or Other Trainings	$ 300	$ -	$ -	$ -	$ -	$ 300
	Subtotal	**$ 1,900**	**$ 1,969**	**$ -**	**$ 198**	**$ 247**	**$ 4,314**

Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)

Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Requested from
Tuition Reimbursement	Tuition reimbursement after completion of ECE courses that are not covered by CDEC.	$ 600	$ -	$ -	$ -	$ -	$ 600
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, professional development, materials, or other expenses related to quality improvement	$ 1,000	$ -	$ -	$ -	$ -	$ 1,000
	Subtotal Items removed from MTDC	**$ 1,600**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,600**
	Total Supplies & Operating Expenses	**$ 3,500**	**$ 1,969**	**$ -**	**$ 198**	**$ 247**	**$ 5,914**
	TOTAL DIRECT COSTS	**$ 35,352**	**$ 39,450**	**$ -**	**$ 4,068**	**$ 5,085**	**$ 83,955**
Uniform Guidance 2 CFR 200.1 "Modified Total Direct Cost (MTDC)"- means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.	**MODIFIED TOTAL DIRECT COSTS (MTDC)**	**$ 33,752**	**$ 39,450**	**$ -**	**$ 4,068**	**$ 5,085**	**$ 82,355**

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] — SFY 2025

Item	Description of Item	ECSB	CSQI	CCR&R	AOC	FCCHN	Requested from
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -	$ -	$ -	$ -
	Total Indirect	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 35,352.00**	**$ 39,450.00**	**$ -**	**$ 4,068.00**	**$ 5,085.00**	**$ 83,955**

PERCENTAGE OF BUDGET BY PROJECT — SFY 2025

	ECSB	CSQI	CCR&R	AOC	FCCHN	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT	42%	47%	0%	5%	6%	**100%**

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

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

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

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

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

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to

CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

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

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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

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

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

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

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

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

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

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

A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

    a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

    a) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

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

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A** – Statement of Work. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

    a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

    b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is

guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

c) Invoices shall be submitted separately for pre-approved EQIT expenditures.

d) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

2. UP TO RATES (direct and indirect).
The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

a) $4,700 per EQIT Course;
b) $300 per EQIT Course to support data and reporting; and
c) $100 per hour for EQ RELATE and LENA Coaching.

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

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

C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.

a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.

a) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

13. GIFT CARDS

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

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Department of Early Childhood

EXHIBIT **G – Amendment #7**- Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: **Gunnison County Colorado Government**;
   ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
   iii. The Federal Award Identification Number (FAIN) is:
      - **CCDF Discretionary – 2402COCCDD;**
      - **ARP Discretionary – 2101COCDC6;**
   iv. The Federal award date is
      - **CCDF Discretionary – 1/31/2024**
      - **ARP Discretionary – 4/14/2021**
   v. The subaward period of performance start date is
      - **CCDF Discretionary** – **10/01/2023** and end date is **09/30/2026**;
      - **ARP Discretionary – 10/01/2020** and end date is **09/30/2024**

vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FY25	**CCDF Discretionary = $43,242*** **ARP Discretionary = $9,153**	**CCDF Discretionary = $43,242*** **ARP Discretionary = $9,153** ***An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed $4,539,739 (CCDF Discretionary) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.**	**CCDF Discretionary = $43,242*** **ARP Discretionary = $9,153**

vii. Federal award project description:

- **CCDF Discretionary – Child Care and Development Fund**;
- **ARP Discretionary – Child Care Supplemental Discretionary Funds, American Rescue Plan Act, Child Care and Developmental Fund;**

viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 710 South Ash Street, Building C, Glendale, CO 80246 Karen.Enboden@state.co.us; 303.866.5014**;

ix. The Catalog of Federal Domestic Assistance (CFDA) number is

- **CCDF Discretionary – CFDA 93.575, name is Child Care and Development Block Grant Act of 1990, and dollar amount is $14,220,255;**
- **ARP Discretionary – CFDA 93.575, name is Child Care and Development Block Grant Act of 1990, and dollar amount is $178,553,758;**

x. This award **is not** for research & development;

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.

2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit**

3) **A – Statement of Work and Exhibit F – Additional Provisions.**

4) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit**

5) **A – Statement of Work and Exhibit F – Additional Provisions.**

6) Subrecipient's approved indirect cost rate is **the CDEC negotiated rate of 0%**.

7) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

8) The appropriate terms and conditions concerning closeout of the subaward are listed in **the General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions**.

9) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

10) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

ii. ☐ Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

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

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

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);

1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

1.1.14. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.1.21.4. Change in present value of defined benefit and actuarial pension plans;

1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

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

3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

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

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

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

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

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.1.2.1. Subrecipient's DUNS Number as registered in SAM.

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

8. PROCUREMENT STANDARDS.

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

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

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

10.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

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

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

EXHIBIT END

STATE OF COLORADO DATA SHARING AGREEMENT EXHIBIT

1. **Defined Terms.**

a) "Anonymized Data" means Data that has been properly De-identified.

b) "API" means an application programming interface.

c) "API System" has the meaning described in the recitals.

d) "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Recipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

e) "Business Day" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.

f) "Care Coordination" means the coordination of healthcare or other services that support an individual's overall health and wellbeing.

g) "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.

h) "Data" means the information described in **Attachment A**.

i) "Data Breach" means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.

j) "De-identified" means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If the Data is subject to HIPAA, "De-Identified" means the removal of PII from the Data in accordance with HIPAA.

k) "Destroy" means to permanently remove Data from a Party's or a Participating Agency's systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:

i) the NIST Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant's normal course of business for all other Data.

l) "OIT" means the Governor's Office of Information Technology.

m) "OIT Security Policies" means the security policies established by OIT to secure information held by State Agencies, which are available at: https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

n) "Party" means the Transferring Agency or Recipient, and "Parties" means both the Transferring Agency and Recipient.

o) "Role-Based Use Policy" means the most recent version of the policy that defines the various role-based purposes for which the Data can be used by Recipient, which is hereby incorporated into this Agreement by reference. The current version is attached to this Agreement as **Attachment C**.

p) "State" means the State of Colorado.

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

r) "Transferring Agency Records" means any and all Transferring Agency data, information, and records, regardless of physical form.

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

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

a) **Disclosure to Third Parties.** Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without the prior written consent from Transferring Agency, and must be listed in **Attachment A.**

b) **Restrictions on Data.** Recipient shall only disclose the Data it receives to Recipient's personnel and third parties for which Recipient has received prior written consent pursuant to **Section 4.a**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose in accordance with the Role Based Use Policy ("Authorized

Individuals"). Recipient agrees that any contractors or other third parties that have a need to access the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.

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

d) **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 4.g** below.

e) **Storage of Data.** Recipient agrees to: (i) use, hold, and maintain the Data in compliance with any and all applicable laws and regulations, (ii) store the Data only in facilities located within the United States, and (iii) maintain the Data in a secure environment in accordance with the OIT Security Policies.

f) **Destruction of Data.** Upon Transferring Agency's request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 4(e)** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient's receipt of Transferring Agency's request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of, and cease to use or access such Data.

g) **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that Recipient's access to the Data is contingent on Recipient's compliance with the terms of this Agreement, including, but not limited to the terms contained in **Section 5** below.

h) **Research, Analytics and Published Materials.** When using the Data to run internal analytics and investigational protocols, and create reports, Recipient can only do so for its internal use, and to the extent such activities align with the Purpose of this Agreement. To the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data. The Parties may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

i) **Cell Suppression.** Recipient agrees that any data from the Transferring Agency used in any publication materials must adhere to cell suppression ensuring that no data is published with fewer than 5 cells. Recipient must, in good faith, confirm actions have been taken to prevent any possible re-identification or re-calculation of data."

j) **Linking Data to other Datasets.** Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient's databases. Recipient agrees to treat and safeguard the combined data in accordance with all applicable laws, and that such combined data must be Destroyed or returned in accordance with **Section 4.f** unless otherwise agreed to by the Transferring Agency at its sole discretion.

4. **Acceptable Use Policy.**

In receiving the Data, Recipient agrees:

a) To comply with all applicable laws and regulations, including, but not limited to, any and all data privacy laws that may apply to Recipient's use, storage, access, or transfer of any Data;

b) To only use the Data in accordance with the OIT Security Policies;

c) Not to use the Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;

d) Not to use the Data for commercial purposes or any other purpose not authorized under this Agreement;

e) Not to share any Data for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant, or order;

f) To execute the PII Certification on an annual basis, starting from the Effective Date; and

g) Not to sell, copy, modify, sublicense, distribute, reverse engineer, decompile, or create derivative works of the Data except as required for the Purpose of this Agreement.

5. **Information Security Incident and Data Breach.**

a) **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and

implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this plan in its sole discretion, and Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.

b) **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.

c) **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.

d) **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

6. **Term and Termination.**

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

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

8. **No Warranty.** Recipient acknowledges and agrees that the Transferring Agency makes no representation or warranty as to the accuracy or completeness of the Data. Recipient acknowledges and agrees that the Transferring Agency shall have no liability resulting from any use of Data Recipient receives. Any Data disclosed under this agreement is disclosed without representation or warranty of any kind, whether express, implied, or statutory. Recipient expressly agrees that any reliance upon or conclusions drawn from the Data shall be at such Recipient's own risk to the maximum extent permitted by law and shall not give rise to any liability of or against the Transferring Agency. Except as otherwise set forth in this Agreement, Recipient hereby waives and releases Transferring Agency from any claims arising out of or related to Recipient's access or use of Data received from Transferring Agency.

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

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

ATTACHMENT A - DATA TO BE SHARED

Data to be Shared

Licensing Application - Account records (provider licensing information)

Colorado Shines Quality Rating and Improvement System (QRIS) Application

Grant distribution statuses (grant applications)

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

HOW DATA WILL BE SHARED

[Please include specific details regarding how data will be shared, including file type, encryption details, frequency of sharing, how to request additional data, etc.]

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

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

Authorized Personnel and Contractors

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

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

ATTACHMENT B

Information Technology Provisions

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

1. Protection of System Data
    a. In addition to the requirements of the main body of this Agreement, if Recipient or any Subcontractor is given access to Transferring Agency Information Technology resources or Transferring Agency Records by the Transferring Agency or its agents in connection with Recipient's performance under the Agreement, Recipient shall protect such Information Technology resources and Transferring Agency Records in accordance with this Attachment. All provisions of this Attachment that refer to Recipient shall apply equally to any Subcontractor performing work in connection with the Agreement.
    b. The terms of this Attachment shall apply to the extent that Recipient's obligations under this Agreement include the provision of Information Technology goods or services to the Transferring Agency. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
        i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
        ii. The creation, use, processing, disclosure, transmission, or disposal of Transferring Agency Records, including any data or code, in electronic form; and
        iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
    c. Recipient shall, and shall cause its Subcontractors to meet all of the following:
        i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
        ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
        iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
        iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
        v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
        vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change

management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at:

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

d. Subject to Recipient's reasonable access security requirements and upon reasonable prior notice, Recipient shall provide the Transferring Agency with scheduled access for the purpose of inspecting and monitoring access and use of Transferring Agency Records, maintaining Transferring Agency systems, and evaluating physical and logical security control effectiveness.

e. Recipient shall perform current background checks in a form reasonably acceptable to the Transferring Agency on all of its respective employees and agents performing services or having access to Transferring Agency Records provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to Transferring Agency Records shall be deemed to be current.

i. Upon request, Recipient shall provide notice to a designated representative for the Transferring Agency indicating that background checks have been performed. Such notice will inform the Transferring Agency of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

2. Data Handling

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

b. Recipient shall not allow remote access to Transferring Agency Records from outside the United States, including access by Recipient's employees or agents, without the prior express written consent of OIS. Recipient shall communicate any request regarding non-U.S. access to Transferring Agency Records to the Security and Compliance Representative for the Transferring Agency. The Transferring Agency shall have sole discretion to grant or deny any such request.

c. Upon request by the Transferring Agency made any time prior to 60 days following the termination of this Agreement for any reason, whether or not the Agreement is expiring or terminating, Recipient shall make available to the Transferring Agency a complete download file of all Transferring Agency data.

i. This download file shall be made available to the State within 10 Business Days of the Transferring Agency's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Transferring Agency Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

ii. Upon the termination of Recipient's provision of data processing services, Recipient shall, as directed by the Transferring Agency, return all Transferring Agency Records provided by the Transferring Agency to Recipient, and the copies thereof, to the Transferring Agency or destroy all such Transferring Agency

Records and certify to the Transferring Agency that it has done so. If any legal obligation imposed upon Recipient prevents it from returning or destroying all or part of the Transferring Agency Records provided by the Transferring Agency to Recipient, Recipient shall guarantee the confidentiality of all Transferring Agency Records provided by the Transferring Agency to Recipient and will not actively process such data anymore. Recipient shall not interrupt or obstruct the Transferring Agency's ability to access and retrieve Transferring Agency Records stored by Recipient.

3. The Transferring Agency retains the right to use the established operational services to access and retrieve Transferring Agency Records stored on Recipient's infrastructure at its sole discretion and at any time. Upon request of the Transferring Agency or of the supervisory authority, Recipient shall submit its data processing facilities for an audit of the measures referred to in this Attachment in accordance with the terms of this Agreement.
4. Compliance
    a. In addition to the compliance obligations imposed by the main body of the Agreement, Recipient shall comply with:

        i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at" https://oit.colorado.gov/standards-policies-guides/technical-standards-policies

        ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Recipient's performance under the Agreement. Such obligations may arise from:
            1. Health Information Portability and Accountability Act (HIPAA)
            2. IRS Publication 1075
            3. Payment Card Industry Data Security Standard (PCI-DSS)
            4. FBI Criminal Justice Information Service Security Addendum
            5. CMS Minimum Acceptable Risk Standards for Exchanges
            6. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

    b. Recipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Recipient's performance under the Agreement.
    c. Recipient shall allow the Transferring Agency reasonable access and shall provide the Transferring Agency with information reasonably required to assess Recipient's compliance. Such access and information shall include but is not limited to:
        i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
        ii. The performance of security audit and penetration tests, as requested by OIS.
    d. To the extent Recipient controls or maintains information systems used in connection with Transferring Agency Records, Recipient will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-

level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by OIS. Recipient will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the Transferring Agency. The Transferring Agency will work with Recipient and OIS to prepare any requests for exceptions from the security requirements described in this Agreement and its Attachments, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein

ATTACHMENT C

ROLE-BASED USE POLICY

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

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

CDEC manages the access level for all roles and defines the field level access for these specific roles as managed by the QRIS Salesforce System Administrator for the following roles:

1. Early Childhood Council Coordinator
2. Early Childhood QI Navigator
3. Early Childhood QI Navigator Plus

PII CERTIFICATION

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

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

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

Signature: _____

Printed Name: Matthew Birnie

Title: County Manager

Date: _____

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COLORADO
Department of Early Childhood

INTERGOVERNMENTAL CONTRACT AMENDMENT #6

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street Glendale, CO 80246	**Original Contract Number** 21 IHIA 159833
Contractor Gunnison County 220 North Spruce Street Gunnison, CO 81230	**Amendment Contract Number** 24 QAAA 182946
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 $63,450* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $5,506,000 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $511,134 • Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed $424,096 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). Extension Terms State Fiscal Year 2022 $89,280* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $6,283,201 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $505,000 The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). State Fiscal Year 2023 $108,040* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $7,626,301, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $647,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	**Contract Performance Beginning Date** July 1, 2020 **Current Contract Expiration Date** September 30, 2024

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COLORADO
Department of Early Childhood

State Fiscal Year 2024	$112,072*	
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $5,344,341, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $627,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).		
State Fiscal Year 2025	$9,153	
Total for All State Fiscal Years	$381,995*	

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Gunnison County

DocuSigned by:
Matthew Birnie
DF57D9FBAE8C463...
By: Matthew Birnie, County Manager

Date: 6/21/2023

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

DocuSigned by:
Lisa Castiglia
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By: Lisa Castiglia, Deputy Chief Financial Officer

Date: 6/21/2023

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
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By: Andrea Eurich / Toni Williamson / Telly Belton

Amendment Effective Date: 6/21/2023

-- Signature and Cover Pages End --

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1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment, or July 1, 2023, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

Gunnison County shall serve as the fiscal agent for Gunnison Hinsdale Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This Amendment extends the Contract Expiration Date, increases funds for SFY24 and SFY25 services and amends Exhibits A, B, F and G.

5. MODIFICATIONS

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

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A. **Extend the Contract Expiration Date from June 30, 2023 to September 30, 2024**

The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. **Increase the Contract Amount for SFY24 by $112,072 and SFY25 by $9,153 and Increases the Maximum Amount for All State Fiscal Years from $260,770 to $381,995.**

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. **Exhibit A – Statement of Work**

Exhibit A – Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. **Exhibit B – Budget**

Exhibit B – Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. **Exhibit F – Additional Provisions**

Exhibit F – Amendment #6, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #5 of the Original Contract.

F. **Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit G of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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COLORADO
Department of Early Childhood

STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)
CHILD CARE RESOURCE AND REFERRAL (CCR&R)
FAMILY CHILD CARE HOME NAVIGATION (FCCH)

GUNNISON COUNTY
220 NORTH SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL

JULY 1, 2023 – SEPTEMBER 30, 2024

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INTRODUCTION/BACKGROUND

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

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

SCOPE OF WORK

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

PERIOD OF PERFORMANCE

July 1, 2023 – September 30, 2024

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WORK PLAN

ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	**The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.** **The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules.** **An evaluation plan and report are submitted to the Colorado Department of Early Childhood (CDEC) on an annual basis.**				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 6 GHECC meetings per year.	July 1, 2023 - June 30, 2024	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Co-Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2023 - June 30, 2024	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Council Co-Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2023 - June 30, 2024	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Co-Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2023 - June 30, 2024	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings	Small or under-represented early childhood service providers shall attend Council meetings.	Council Co-Coordinator	Personnel
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2023 - June 30, 2024	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Council Co-Coordinator	Personnel

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Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2023 - June 30, 2024	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Council Co-Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2023 - June 30, 2024	Data tracking requested measures annually	Data is submitted to the CDEC	Council Co-Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2023 - June 30, 2024	Submitted Evaluation Report annually	Evaluation Report is submitted to the CDEC	Council Co-Coordinator	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2023 - June 30, 2024	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to CDEC	Council Co-Coordinator	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #2:	**Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.** **At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2024 and annually thereafter.**				
Key Activity D: Nurturing the Young Child Conference					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1, 2024	The NTYC Conference shall provide at least 6 training hours	List of Attendees, number of training certificates given	Council Co-Coordinator	Personnel and Annual Conference

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EARLY CHILDHOOD SYSTEMS BUILDING SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the CDEC.	June 30, 2024.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the CDEC.	June 30, 2024.	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the CDEC.	By January 31, 2024	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2020.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By May 1, 2024.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Participate as needed in the Shared Measures data collection	Jul 1, 2023-June 30, 2024.	GHEC shall participate in Shared Measurement Tool Data sharing as required.

ACCEPTANCE CRITERIA

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

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STATEMENT OF WORK (SOW) - COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

1. **Community Dispersion of High Quality Colorado Child Care Assistance Program (CCCAP)** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

PERIOD OF PERFORMANCE

July 1, 2023 – September 30, 2024

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COLORADO SHINES QUALITY IMPROVEMENT BASE FUNDING WORK PLAN

CSQI WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2023 – 6/30/2024	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	✓ Number of quality Level 2 targeted child care providers ✓ Number of providers contacted and given information	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2023 – 6/30/2024	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	✓ Number of QI Coaching hours provided ✓ Total funds spent by providers on QI materials ✓ Total funds spent on professional development training ✓ Colorado Early Childhood Credential level of provider staff members ✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ✓ Number of CCCAP eligible children that receive high quality child care services	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

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Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality programs (Level 3-5); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2023 – 6/30/2024	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County ✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ✓ Number of CCCAP eligible children that receive high quality child care services	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.**				
Key Activity B: Colorado Shines Program Engagement					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2023 – 6/30/2024	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	✓ Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2023 – 6/30/2024	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	✓ Number of providers receiving technical assistance ✓ Number of technical assistance hours provided ✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account	Quality Improvement Navigator	Personnel
Provide a copy of the Quality Rating and Improvement System (QRIS) Program Guide to licensed providers	7/1/2023 – 6/30/2024	Encourage local child care providers to take action on increasing the quality of their care with accurate information	✓ Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel

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CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome Statement	**Increase the number and percentage of children receiving child care subsidy being served in a high quality program.**				
Key Activity C: CCCAP Children Served in High Quality Programs					
Tasks	**Time Period**	**Deliverable**	✓ **Measurement**	**Person(s) Responsible**	**Budget Category**
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2023 – 6/30/2024	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	✓ Number of meetings with agenda ✓ Number of participants and agency representation ✓ Number of children receiving CCCAP	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2023 – 6/30/2024	Support providers to get accurate information, training and technology on the CCCAP program	✓ Number of providers with County CCCAP fiscal agreement ✓ Number of providers that accept CCCAP in Colorado Shines	Early Childhood Council Coordinator and QI Navigator	Personnel

CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.**				
Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/2023 – 6/30/2024	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost

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Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2023 – 6/30/2024	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2023 – June 30, 2024	• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2023 – June 30, 2024	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2023 – June 30, 2024	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2023 – June 30, 2024	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

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ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW) - EXPANDING QUALITY IN INFANT TODDLER CARE (EQIT)

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must be PDIS Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by PDIS Credentialed EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQ RELATE Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQ Coaching model must be pre-approved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program

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Manager approval including enhanced coaching, Touchpoints, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to $50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

Period of Performance

July 1, 2023 - September 30, 2024

Work Plan

EQ Initiative Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings.** **EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.**				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2023 - June 30, 2024	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement. The EC Council and EQ team members shall participate in professional development and/or technical assistance offered by the EQ Initiative.	Quarterly Reporting includes: ● Description provided of efforts to contact, coordinate, and collaborate with key stakeholders ● Detailed description of connections between EQ and other quality improvement work. ● Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants	Co-Coordinator or EQ Staff.	Personnel

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Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2023 - June 30, 2024	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook. Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.	● By July 30, 2023 provide detailed annual course plan with advertising ● By July 30, 2023 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses ● Materials are requested at least 2 weeks before start date of EQIT course ● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024 including participant PDIS ID. ● EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 30, 2023	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2023 - June 30, 2024	● Course participants complete EQ Initiative online data collection survey	100% of Course participants shall complete	EQ Staff	Personnel

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Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2023 - June 30, 2024	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced ● Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2023	EQ staff	Personnel
Infant Toddler Specialist-provided coaching	July 1, 2023 - June 30, 2024	Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook. **24** of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework Corrine Jaeger Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced	Corrine Jaeger – EQIT trainer and Coach	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 24 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2023. This plan shall include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY24 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC shall order materials for FY 24 Fall EQIT course(s) by July 30, 2023 and shall order materials for FY 24 Spring EQIT course(s) by November 30, 2023.
- The GHECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2023.

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- The GHECC shall complete 2 EQIT courses of training by June 30, 2024.
- The GHECC shall complete 24 hours of EQ-funded Coaching by June 30, 2024.
- The GHECC shall submit required quarterly reports by October 31, 2023, January 31, 2024, April 30, 2024 and **June 30, 2024**.

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW) - CHILD CARE RESOURCE AND REFERRAL (CCR&R)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall develop a variety of methods for local child care providers to collect and report on open slots and report data collected to the Colorado Shines Salesforce system in order to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website. The GHECC shall contact child care providers in our area on a regular basis to offer support throughout this process. The GHECC shall utilize our particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within our service area, in partnership with public agencies and private entities.

PERIOD OF PERFORMANCE

July 1, 2023 – September 30, 2024

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CCR&R Work Plan					
Key Activity A: Develop methods for their local child care providers to report open child care slots.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Develop a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form)	July 1st, 2023 - June 30th, 2024.	-outreach methods are created to allow for easy reporting on open child care slots.	-text, email, or calling methods are developed and child care slot availability is tracked throughout the grant period.	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity B: Conduct frequent contacts with each child care provider in their catchment area					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Conduct frequent contacts with each child care provider in the GHECC catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines	July 1st, 2023 - June 30th, 2024.	-Frequent contact are made with each child care provider to inform of enhanced supports and connect to available resource.	-Number of contacts made throughout the grant period	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);	July 1st, 2023 - June 30th, 2024.	-Upload availability data in the Colorado Shines Salesforce System	-Availability data is tracked and uploaded on a regular basis.	Availability and Outreach Navigator	Personnel

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CCR&R Work Plan					
Key Activity D: Work with other positions and utilizing their particular knowledge to strategically increase the supply and quality of child care services within their service area.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regular contact with other positions (i.e. family child care home navigators, licensing specialists), to gain perspective on the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.	July 1st, 2023 - June 30th, 2024.	-Regular contact is made with other positions and conversations and planning are completed within the council to access the availability of child care slots and future child care needs in catchment area.	-Reports on available child care slots and future child care needs are completed	Availability and Outreach Navigator Co-Coordinator	Personnel
Continue with activities obligated to funds for Availability of Care funding and Family Childcare Navigator funding during the 2023-2024 Fiscal year.	7/1/24-9/30/24	See above	See above	See above	

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	June 30th, 2024	outreach methods are created to allow for easy reporting on open child care slots.
Availability data is gathered and uploaded to Colorado Shines Salesforce System on a bi-monthly basis.	June 30th, 2024	The GHECC shall gather and upload availability data on a regular basis.
The GHECC shall meet with other positions that support licensed providers once in the grant period to access child care availability and lack of child care slots in the catchment area.	June 30th, 2024	The GHECC shall track and report on available child care slots, waitlists, and the number of child care slots needed to meet the child care needs of the community. The GHECC shall also strategize around ways to increase the supply and quality of care in catchment area.

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ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW) - FAMILY CHILD CARE HOME NAVIGATION (FCCH)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council (GHECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall work to support new and existing family child care homes, and/or those interested in becoming a licensed family child care home in a variety of ways including:

- Support in accessing existing supports including financial, professional development, shared services, child care management software, family child care home associations, benefits opportunities (health insurance, Child and Adult Care Food Program (CACFP), early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports)
- Providing technical assistance to new and existing FCCH providers as they move through the licensing process as well as providing support in completing applications for grants and other opportunities.
- Developing and sharing information with family child care home providers around legislative changes impacting their operations (i.e. 1222, 199, HOA legislation, etc.)
- Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, Early Childhood Mental Health (ECMH), etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings;
- Connecting and supporting FCCH providers with quality improvement through the Colorado Shines Rating and Quality Improvement System.
- Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement with CCCAP.

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- Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is July 1, 2023 through September 30th, 2024

FCCH Work Plan					
Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	July 1st, 2023-June 30th, 2024	The FCCH navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	FCCH Navigator	Personnel
Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities	July 1st, 2023-June 30th, 2024	Providing information on and connections to existing supports.	-Number of existing, new, and potential providers contacted and given information on existing supports.	FCCH Navigator	Personnel
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1st, 2023-June 30th, 2024	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	FCCH Navigator	Personnel
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1st, 2023-June 30th, 2024	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel

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Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect FCCH providers with CSQI Navigators	July 1st, 2023-June 30th, 2024	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	FCCH Navigator QI Navigator and Coach	Personnel
FCCH Work Plan					
Key Activity B: Developing and sharing information with family child care home providers around legislative changes impacting their operations					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Share information with new and existing FCCH providers around HB21-1222 and SB21-077	July 1st, 2023-June 30th, 2024	Information on HB21-1222 and SB21-077 is shared with potential, new, and existing FCCH providers to inform them of these new laws that remove licensing barriers and might impact their operations.	-Document created that outlines new legislation -Number of providers information was shared with.	FCCH Navigator	Personnel
FCCH Work Plan					
Key Activity C: Assist new and existing FCCH providers in understanding available child care assistance programs, benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments	July 1st, 2023-June 30th, 2024	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel
FCCH Work Plan					
Key Activity E: Recruiting new family child care home providers in Gunnison and Hinsdale Counties.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1st, 2023-June 30th, 2024	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	FCCH Navigator	Personnel

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FCCH Work Plan					
Key Activity F: Assist new and existing FCCH providers in understanding available benefits and consultative programs.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports	July 1st, 2023-June 30th, 2024	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel

FCCH Work Plan					
Key Activity G: participating in ongoing technical assistance and training opportunities. including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.	July 1, 2023-June 30th, 2024	The FCCH Navigator shall participate in technical assistance and training opportunities offered throughout the year.	-Participation in technical assistance and community of practice	FCCH Navigator	Personnel
Continue with activities obligated to funds for Availability of Care funding and Family Childcare Navigator funding during the 2023-2024 Fiscal year.	7/1/24-9/30/24	Activities conducted	# of activities conducted under this task	FCCH Navigator	Personnel

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SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
8 potential, new, or existing providers shall be connected to or provided information on: -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports. -health insurance options	June 30th, 2024	The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.
Document outlining new legislation is created and shared with FCCH providers.	June 30th, 2024	The GHECC shall create a document outlining new legislation the impacts FCCH providers and information shall be shared with potential, new and existing FCCH providers.
FCCH navigator shall participate in 75% of the technical assistance and training opportunities offered by the FCCH Navigator Project Manager.	June 30th, 2024	The FCCH navigator's participation shall be tracked.
At least 1 FCCH provider shall become licensed and take advantage of the licensing bonus during the grant period	June 30th, 2024	Number of new licensed FCCH providers

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Measurement	Schedule	Deliverables
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	June 30th, 2024	• Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

ACCEPTANCE CRITERIA

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

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Department of Early Childhood

Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County dba Gunnison Hinsdale Early Childhood Council
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

Program Contact Name and Title	Margaret Wacker
Phone	970.641.7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name and Title	Jody Wise
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **SFY 2024**

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
Council Co-Coordinator #1	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants. (ECSB 11%, CSQI 9%, CCR&R 0%, FCCH 0%)	$97,715	$31,304	12	20%	$ 14,192	$ 11,612	$ -	$ -	**$ 25,804**
Council Co-Coordinator #2	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 15%, CSQI 12%, CCR&R 0%, FCCH 0%)	$80,419	$29,120	12	27%	$ 16,157	$ 13,145	$ -	$ -	**$ 29,302**
Coach/QI Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 9.5%, CCR&R 0%, FCCH 0%)	$69,992	$12,002	12	14%	$ -	$ 11,069	$ -	$ -	**$ 11,069**
CCR&R & FCCH Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. (ECSB 4%, CSQI 3%, CCR&R 23%, FCCH 27%)	$50,398	$12,002	12	53%	$ -	$ 1,872	$ 14,352	$ 16,848	**$ 33,072**
					Total Personnel Services (including fringe benefits)	**$ 30,349**	**$ 37,698**	**$ 14,352**	**$ 16,848**	**$ 99,247**

Contractors/Consultants (payments to third parties or entities) — **SFY 2024**

Name	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -	$ -	**$ -**
	Total Contractors/Consultants	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Travel — **SFY 2024**

Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Travel in the region and to Denver to ECCLA	Trips to Denver for ECCLA and/or RMECC. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching	$ 1,500	$ 429	$ -	$ 500	**$ 2,429**
	Total Travel	**$ 1,500**	**$ 429**	**$ -**	**$ 500**	**$ 2,429**

Supplies & Operating Expenses — **SFY 2024**

Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Computer Cost/IT Charge	33% of 1 laptop @$3,000/year = $1,000. 17% of 1 laptop at $3,000/year = $500 per year and virtual platform @$100 (SB and CSQI)Computer equipment and conference equipment (CCR&R and FCCH)	$ 1,000	$ 600	$ 655	$ 1,500	**$ 3,755**
Advertising/Education	Print media and social media, outreach materials, thank yous	$ 403	$ -	$ -	$ -	**$ 403**
Office Supplies	Papers, Pen, Markers, Printer Ink	$ 200	$ -	$ -	$ 125	**$ 325**
Meeting/Events Costs	Materials, Food for meetings or celebrations	$ 500	$ -	$ -	$ 216	**$ 716**
Annual Conference	Space rental, speakers, materials, food, awards	$ 300	$ 192	$ 242	$ 652	**$ 1,386**
Registration Fees	RMECC or Other Trainings	$ 400	$ -	$ 400	$ -	**$ 800**
	Total Supplies & Operating Expenses	**$ 2,803**	**$ 792**	**$ 1,297**	**$ 2,493**	**$ 7,385**

Items that cannot be included in Modified Total Direct Costs (MTDC)
Items listed in this section should not be included in other sections — **SFY 2024**

Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Tuition Reimbursement	Tuition reimbursement after completion of ECE courses that are not covered by CDEC.	$ -	$ -	$ 624	$ -	$ 624
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, professional development, materials, or other expenses related to quality improvement	$ 1,356	$ 531	$ -	$ 500	**$ 2,387**
	Total Items that cannot be included in MTDC	**$ 1,356**	**$ 531**	**$ 624**	**$ 500**	**$3,011**
	TOTAL DIRECT COSTS	**$ 36,008**	**$ 39,450**	**$ 16,273**	**$ 20,341**	**$ 112,072**

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MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.		**$ 34,652**	**$ 38,919**	**$ 15,649**	**$ 19,841**	**$ 109,061**
Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**						**SFY 2024**
Item	**Description of Item**	**ECSB**	**CSQI**	**CCR&R**	**FCCH Navigator**	**Total Amount Requested from CDEC**
	No costs shall be reimbursed by CDEC for this category.					
	Total Indirect	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	**$ 36,008**				
	TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)		**$ 39,450**			
	TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)			**$ 16,273**		
	TOTAL FCCH Navigator				**$ 20,341**	
	TOTAL AMOUNT REQUESTED FROM CDEC					**$ 112,072**
	PERCENTAGE OF BUDGET BY PROJECT					**SFY 2024**
		ECSB	**CSQI**	**CCR&R**	**FCCH Navigator**	**Total Percentage**
	PERCENTAGE OF BUDGET BY PROJECT	32%	35%	15%	18%	**100%**

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

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BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County dba Gunnison Hinsdale Early Childhood Council
Budget Period	July 1, 2024 - September 30, 2024
Project Name	Early Childhood Council Availability of Care (AOC) Family Child Care Home Navigator (FCCH)

Program Contact Name	Margaret Wacker
Phone	970.641.7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name	Jody Wise
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **SFY 2025**

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
Early Childhood Resource Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home.	$50,398	$12,002	$3	51%	$ 3,744	$ 4,212	**$ 7,956**
					Total Personnel Services (including fringe benefits)	**$ 3,744**	**$ 4,212**	**$ 7,956**

Contractors/Consultants (payments to third parties or entities) — **SFY 2025**

Name	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -
	Total Contractors/Consultants	**$ -**	**$ -**	**$ -**

Travel — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -
	Total Travel	**$ -**	**$ -**	**$ -**

Supplies & Operating Expenses — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
Computer Cost/IT Charge	39% of 1 laptop @$3,000/year = $1,000	$ 324	$ 873	$ 1,197
	Total Supplies & Operating Expenses	**$ 324**	**$ 873**	**$ 1,197**

Items that cannot be included in Modified Total Direct Costs (MTDC)
Items listed in this section should not be included in other sections — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -
	Total Items that cannot be included in MTDC	**$ -**	**$ -**	**$0**
	TOTAL DIRECT COSTS	**$ 4,068**	**$ 5,085**	**$ 9,153**
	MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.	**$ 4,068**	**$ 5,085**	**$ 9,153**

Indirect Costs
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.			$ -
	Total Indirect	**$ -**	**$ -**	**$ -**
	TOTAL AVAILABILITY OF CARE (AOC)	**$ 4,068**		
	TOTAL FCCH Navigator		**$ 5,085**	
	TOTAL AMOUNT REQUESTED FROM CDEC			**$ 9,153**

PERCENTAGE OF BUDGET BY PROJECT — **SFY 2025**

	CCR&R	Navigator	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT	44%	56%	**100%**

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

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COLORADO
Department of Early Childhood

Exhibit F – Amendment #6

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

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

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

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

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to

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CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

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

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

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8. TRAVEL

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

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

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

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

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

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

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

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

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A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

    a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

    a) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

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

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A** – Statement of Work. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

    a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

    b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is

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guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

c) Invoices shall be submitted separately for pre-approved EQIT expenditures.

d) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

2. UP TO RATES (direct and indirect).
The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

a) $4,700 per EQIT Course;
b) $300 per EQIT Course to support data and reporting; and
c) $100 per hour for EQ RELATE and LENA Coaching.

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

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

C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.

a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.

a) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

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13. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.

B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.

C. Gift Cards must be distributed to recipients within five (5) business days of purchase.

D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.

E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.

F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.

G. The contractor shall be held responsible for inappropriate use of gift cards.

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COLORADO
Department of Early Childhood

EXHIBIT **G – Amendment #6** - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: **Gunnison County Colorado Government**;
   ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
   iii. The Federal Award Identification Number (FAIN) is
      - **CCDF Discretionary - 2302COCCDD;**
      - **ARP Discretionary – 2101COCDC6;**
      - **ARP Stabilization – 2101COCSC6;**
      - **CRRSA - 2101COCCCC5**;
      - **PDG – 90TP0054;**
   iv. The Federal award date is
      - **CCDF Discretionary – 10/28/2022;**
      - **ARP Discretionary – 4/14/2021; ARP Stabilization – 04/14/2021;**
      - **CRRSA – 2/01/2021**;
      - **PDG – 12/27/2019;**
   v. The subaward period of performance start date is
      - **CCDF Discretionary – 10/01/2021;**
      - **ARP Discretionary – 10/01/2020;**
      - **ARP Stabilization – 10/01/2020;**
      - **CRRSA – 12/27/2020**;
      - **PDG – 12/31/2019;**

      and end date is**:**
      - **CCDF Discretionary – 09/30/2025;**
      - **ARP Discretionary – 09/30/2024;**
      - **ARP Stabilization – 09/30/2023;**
      - **CRRSA – 09/30/2023**;
      - **PDG – 12/30/2023;**
   vi. Federal Funds:

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Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
SFY24 **SFY25**	**SFY24** **CCDF Discretionary – $43,373.20;** **ARP Discretionary – $39,238;** **ARP Stabilization - $0*;** **CRRSA – $0*;** **PDG - $0*** **SFY25** **ARP Discretionary - $9,153**	**SFY24** **CCDF Discretionary – $43,373.20;** **ARP Discretionary – $39,238;** **ARP Stabilization - $0*;** **CRRSA – $0*;** **PDG - $0*** ***An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed $5,273,079 (CCDF Discretionary = $4,307,739; ARP Stabilization = $715,000; CRRSA = $232,000; PDG = $18,340) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.** **SFY25** **ARP Discretionary - $9,153**	**SFY24** **CCDF Discretionary – $43,373.20;** **ARP Discretionary – $39,238;** **ARP Stabilization - $0*;** **CRRSA – $0*;** **PDG - $0*** **SFY25** **ARP Discretionary - $9,153**

vii. Federal award project description:

- **CCDF Discretionary – Child Care and Development Fund;**
- **ARP Discretionary – Child Care Supplemental Discretionary Funds, American Rescue Plan Act, Child Care and Developmental Fund; ARP Stabilization - Child Care Stabilization Funds, American Rescue Plan Act, Child Care and Developmental Fund;**
- **CRRSA – Coronavirus Response and Relief Supplemental Act (CRRSA), Child Care Development Block Grant**;
- **PDG - Colorado Preschool Development Grant;**

viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager,**

Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203, Karen.Enboden@state.co.us; 303.866.5014;

ix. The Catalog of Federal Domestic Assistance (CFDA) number is

- **CCDF Discretionary – CFDA 93.575,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$14,220,255;**
- **ARP Discretionary – CFDA 93.575,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$178,553,758;**
- **ARP Stabilization – CFDA 93.575,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$286,156,175;**
- **CRRSA – CFDA 93.575**, name is **Coronavirus Response and Relief Supplemental Act**, and dollar amount is **$119,294,226**;
- **PDG – CFDA 93.434,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$26,056,722;**

x. This award **is not** for research & development;

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.

2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions.**

3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions.**.

4) Subrecipient's approved indirect cost rate is **the CDEC negotiated rate of 0%**.

5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions.**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

ii. ☐ Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient

shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

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

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

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

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1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);

1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

1.1.14. "OMB" means the Executive Office of the President, Office of Management and Budget.

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1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.1.21.4. Change in present value of defined benefit and actuarial pension plans;

1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

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1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

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

3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

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

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

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

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

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.1.2.1. Subrecipient's DUNS Number as registered in SAM.

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

8. PROCUREMENT STANDARDS.

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

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

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

10.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

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

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

EXHIBIT END

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STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT
SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2021 $60,000* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $3,486,000 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $470,000 • Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed $166,750 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13. General Accounting Encumbrance (GAE). Extension Terms N/A Maximum Amount for All Fiscal Years $60,000*	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2020 **Initial Contract Expiration Date** June 30, 2021 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Funds, Child Care Development Block Grant, CFDA 93.575; Colorado Preschool Development Grant, CFDA 93.434	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. 26-1-111. Law-Specified Vendor Statute (if any): C.R.S. 26-6.5-104(c) Procurement Method: Law Specified Solicitation Number (if any): N/A
State Representative Stacey Kennedy, Director, Child Care Quality Initiatives Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1st Floor Denver, CO 80203 Phone: 303.866.5016 Email: Stacey.Kennedy@state.co.us	**Contractor Representative** Margaret Wacker, Co-Coordinator of the Early Childhood Council Gunnison County 220 North Spruce Street Gunnison, CO 81230 Phone: 970.641.7913 Email: mwacker@gunnisoncounty.org

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Exhibits

The following Exhibits are attached and incorporated into this Contract:
A - Statement of Work
B - Budget
C - Colorado Shines Business Rules
D - Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules
E - HIPAA Business Associate Agreement
F- Additional Provisions
G - Supplemental Provisions for Federal Awards

Contract Purpose

Gunnison County shall be the fiscal agent for Gunnison Hinsdale Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels.

Signature Page begins on next page →

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County DocuSigned by: Matthew Birnie DF57D9FBAE8C463... By: Matthew Birnie, County Manager Date: 6/8/2020	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director DocuSigned by: Mary Anne Snyder D542F7A428374C6... By: Mary Anne Snyder, Director, Office of Early Childhood Date: 6/8/2020
2nd State or Contractor Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
D2A31DEB619C416...

By:_____
Andrea Eurich / Janet Miks / Toni Williamson

Effective Date: 6/23/2020

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the

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performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to 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

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attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

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

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

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

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

H. **"End of Term Extension"** means the time period defined in **§2.D**.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

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L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State 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.

N. **"Initial Term"** means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

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

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

R. "**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.

S. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, 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

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right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

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

Z. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

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b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

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v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§17** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in **§15**.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by

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

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

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B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate

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technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. Automobile Liability

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

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. 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.

G. 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.

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§15** within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of

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recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

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i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

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accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate,

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under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

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

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

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act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iv. Intellectual Property Indemnification

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited

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to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the

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term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

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Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

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21. SAMPLE OPTION LETTER (IF APPLICABLE)

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A

STATEMENT OF WORK (SOW)
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

GUNNISON COUNTY
220 N. SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL (GHECC)

JULY 1, 2020 – JUNE 30, 2021

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INTRODUCTION/BACKGROUND

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

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

SCOPE OF WORK

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

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

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Exhibit A

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.** **The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules.** **An evaluation plan and report are submitted to the OEC on an annual basis.**				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 6 GHECC meetings per year.	July 1, 2020 - June 30th, 2021	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2020 - June 30th, 2021	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Assistant Council Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2020 - June 30th, 2021	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2020 - June 30th, 2021				
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2020 - June 30th, 2021	Submitted updated Strategic Plan annually	Plan is submitted to the OEC	Council Coordinator	Personnel
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2020 - June 30th, 2021	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2020 - June 30th, 2021	Data tracking requested measures annually	Data is submitted to the OEC	Council Coordinator	Personnel

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Exhibit A

Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Create an Evaluation Report, based on the strategic plan	July 1, 2020 - June 30th, 2021	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Coordinator	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2020 - June 30th, 2021	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Coordinator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	June 30th, 2021.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	June 30th, 2021	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By December 31st, 2020	The GHECC shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2020.
Annual Nurturing the Young Child Conference	By December 31, 2020	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 50 attendees attending the conference and 3 obtaining 0.5 CEU by December 31st 2020.

ACCEPTANCE CRITERIA

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

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STATEMENT OF WORK (SOW)

COLORADO SHINES QUALITY IMPROVEMENT (CQSI)

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.
6. **Continuing Education for Early Childhood Service Providers -** Offer an annual conference to early childhood service providers to help them in obtaining the required 15 hours of continuing education each year.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

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Exhibit A

WORK PLAN

WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3- 5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2020 – 6/30/2021	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	✓ Number of quality Level 2 targeted child care providers ✓ Number of providers contacted and given information	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2020 – 6/30/2021	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	✓ Number of QI Coaching hours provided ✓ Total funds spent by providers on QI materials ✓ Total funds spent on professional development training ✓ Colorado Early Childhood Credential level of provider staff members ✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ✓ Number of CCCAP eligible children that receive high quality child care services	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

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Exhibit A

WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP *in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5)*; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2020 – 6/30/2021	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County ✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ✓ Number of CCCAP eligible children that receive high quality child care services	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.**				
Key Activity: Colorado Shines Program Engagement					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2020 – 6/30/2021 And ongoing through 6/30/2021 as new or newly interested providers are identified	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	✓ Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs	7/1/2020 – 6/30/2021 And ongoing through 6/30/2021 as new or newly	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	✓ Number of providers receiving technical assistance ✓ Number of technical assistance hours provided	Quality Improvement Navigator	Personnel

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WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
shall need to take to maintain these ratings	interested providers are identified		✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account		
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2020 – 6/30/2021	Encourage local child care providers to take action on increasing the quality of their care with accurate information	✓ Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel
WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Increase the number and percentage of children receiving child care subsidy being served in a high quality program.**				
Key Activity: ***Children Served in High Quality Programs***					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2020 – 6/30/2021	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	✓ Number of meetings with agenda ✓ Number of participants and agency representation ✓ Number of children receiving CCCAP	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2020 – 6/30/2021	Support providers to get accurate information, training and technology on the CCCAP program	✓ Number of providers with County CCCAP fiscal agreement ✓ Number of providers that accept CCCAP in Colorado Shines	Early Childhood Council Coordinator and QI Navigator	Personnel

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Exhibit A

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.**				
Key Activity Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/2020 – 6/30/2021	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2020 – 6/30/2021	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level. At least 65 early childhood service providers attend the nurturing the young child conference, and at least 2 obtain a CEU by December 31st, 2020 and annually thereafter.				
Key Activity A: ***Nurturing the Young Child Conference***					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	December 31, 2020	The NTYC Conference shall provide at least 6 training hours and 0.5 Continuing Education Units (CEU)s.	List of Attendees, number of training certificates given, and number of people obtaining the 0.5 CEU	Co-Coordinator	Personnel and Annual Conference

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SCHEDULE/MILESTONES

Workplan Activity	Schedule	Milestone
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2020 – June 30, 2021	• Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 69%. Engagement is defined as Level 2 or higher.	July 1, 2020 – June 30, 2021	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Maintain the percentage of children on CCCAP who are in a high quality program at or above 80%. Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2020 – June 30, 2021	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2020 – June 30, 2021	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By December 31, 2021.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.

ACCEPTANCE CRITERIA

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

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Exhibit A

STATEMENT OF WORK (SOW)
EXPANDING QUALITY IN INFANT AND TODDLER CARE INITIATIVE (EQIT)

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

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Exhibit A

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2020-June 30, 2021	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.	EQ and ECC staff shall contact, coordinate, and collaborate with key stakeholders to hold a Community Baby Shower. Council staff shall outreach to Red Rocks Community College and continue to talk to Technical College of the Rockies to offer course credit to EQIT participants.	Co-Coordinator or EQ Staff.	Personnel
Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2020-June 30, 2021	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential.	✓By July 30, 2020 provide annual course plan with advertising ✓By July 30, 2020, whenever they change and at least quarterly, primary contact and registration contact for EQIT provided to EQ Initiative ✓Materials are requested at least 2 weeks before start date of EQIT course. ✓Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2021 ✓EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 30, 2021. ✓Update of reporting spreadsheet within two weeks of the completion of each EQIT course.	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2020-June 30, 2021	• Course participants complete EQ Initiative online data collection survey	100% of course participants shall complete	EQ Staff	Personnel

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Work Plan					
Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2019-June 30, 2020	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly October 31, 2020, January 31, 2021, April 30, 2021 and June 30, 2021, and each time coaching is reimbursed/invoiced Description of efforts to ensure coachees receive 8 or more hours of coaching.	EQ Staff	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed plan for FY 20 EQIT course(s) and coaching to include tentative dates and instructors/coaches by July 30, 2020. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- The GHECC shall order materials for FY 20 Fall EQIT course(s) by July 30, 2020.
- The GHECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 30, 2020.
- The GHECC shall submit required quarterly reports by October 31, 2020, January 31, 2021, April 30, 2021 and June 30, 2021.

ACCEPTANCE CRITERIA

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

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Exhibit B

COLORADO
Office of Early Childhood
Department of Human Services

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2020 - June 30, 2021
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI)

Program Contact Name and Title	Margaret Wacker, Co-Coordinator of the Early Childhood Council
Phone	970.641.7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name and Title	Jody Wise, Senior Accountant
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **FY 2020-2021**

Position Title/ Employee Name	Description of Work and Fringe Benefits include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Total Amount Requested from CDHS
Co-Coordinator / Margaret Wacker	Manages the budgets and contracts, oversees quality improvement activities, leads planning processes, and assists in writing grants.	$73,278	$32,926	23%	$ 10,620	$ 13,807	$ 24,427
Co-Coordinator / Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating.	$59,030	$12,210	33%	$ 12,111	$ 11,398	$ 23,509
Outreach Assistant	Outreach to and support home child care providers and Family Friend and Neighbor Care providers.	$40,997	$22,277	5%	$ 3,164	$ -	$ 3,164
Quality Improvement Coach	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$57,491	$4,597	5%	$ -	$ 3,104	$ 3,104
	Total Personnel Services (including fringe benefits)				**$ 25,895**	**$ 28,309**	**$ 54,204**

Contractors/Consultants (payments to third parties or entities) — **FY 2020-2021**

Name	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -
	Total Contractors/Consultants	**$ -**	**$ -**	**$ -**

Travel — **FY 2020-2021**

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
Travel to Denver for ECCLA meetings, the Rocky Mountain Early Childhood Conference, and to council meetings and coaching visits throughout the region (Crested Butte and Lake City)	ECSB: 3 trips to Denver for ECCLA and/or RMECC, 400 miles x .575 = $230 x 3 = $690, plus lodging for 6 nights at $100/night = $600 and 7 days of per diem @ $66= $462. 1 trip to Lake City for ECC/CPP meetings 110 miles x .575 = $63.25. 1 trips to CB for ECC meetings @ 56 miles x ..575 = $32.20. CSQI: 1 trips to Denver for ECCLA and/or RMECC, 400 miles x .575 = $230, plus lodging for 2 nights at $100/night = $200 and 2 days of per diem @ $66= $132. 1 trip to Lake City for ECC/CPP meetings 110 miles x .575 = $63.25. 1 trips to CB for ECC meetings @ 56 miles x ..575 = $32.20.	$ 1,847	$ 657	$ 2,504
	Total Travel	**$ 1,847**	**$ 657**	**$ 2,504**

Supplies & Operating Expenses — **FY 2020-2021**

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
Computer Cost/IT charge	ECSB: 33% of 2 laptops @ $3,000 per year; CSQI: 17% of 2 laptops @ $3,000 per year	$ 1,000	$ 500	$ 1,500
Advertising/Education	Newspaper advertisement x 2 @ $60 per ad/ Social Media Boosts 2 @ $50 each	$ 220	$ -	$ 220
Office Supplies	Printing, pens, folders, paper	$ 150	$ -	$ 150
Meeting/Event costs	Food costs, 2 parenting/Family Friend and Neighbor/ Spanish Speakers meetings @ $200/meeting and $100 for 6 ECC meeting snacks	$ 500	$ -	$ 500
Partial Stipends to help meet licensing requirements	Partial stipends for licensed child care providers or those applying for a childcare license to meet licensing requirements.	$ 388	$ -	$ 388
Annual Conference	Venue Rental	$ -	$ 534	$ 534
	Total Supplies & Operating Expenses	**$ 2,258**	**$ 1,034**	**$ 3,292**

Training and Technical Assistance — **FY 2020-2021**

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -
	Total Training and Technical Assistance	**$ -**	**$ -**	**$ -**

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TOTAL DIRECT COSTS		**$ 30,000**	**$ 30,000**	**$ 60,000**
MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.		**$ 30,000**	**$ 30,000**	**$ 60,000**
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				**FY 2020-2021**
Item	**Description of Item**	**ECSB**	**CSQI**	**Total Amount Requested from CDHS**
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -
Total Indirect		**$ -**	**$ -**	**$ -**
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		**$ 30,000**		
TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)			**$ 30,000**	
TOTAL AMOUNT REQUESTED FROM CDHS				**$ 60,000**
PERCENTAGE OF BUDGET BY PROJECT				**FY 2020-2021**
		ECSB	**CSQI**	**Total Percentage**
PERCENTAGE OF BUDGET BY PROJECT		50%	50%	**100%**

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

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Colorado Shines Business Rules

Colorado Shines Quality Rating and Improvement System

The Colorado Shines Quality Rating and Improvement System is the primary measure of the effectiveness of quality improvement activities. The Colorado Shines framework includes five standard areas that research has shown are related to program quality: Workforce and Professional Development; Family Partnerships; Leadership, Management and Administration; Learning Environment; and Child Health. In addition to accumulating the total number of points required for each Level 3-5 rating, programs must meet minimum levels of quality as measured by the appropriate Early Childhood Environment Rating Scale (ERS). Colorado Shines quality standards apply to all licensed child care centers, family child care homes, and district and charter-based preschool programs serving children prior to kindergarten entry. This rating system is a block and point system with Levels 1 and 2 based on meeting standards outlined in each block and Levels 3 through 5 based on an accumulation of points. Programs that meet current early education and care program-licensing criteria will receive a Level 1 quality rating. Level 1 demonstrates that a program is meeting licensing standards and holds a permanent license. If a program chooses not to pursue higher quality levels within Colorado Shines, then it will remain at a Level 1. There are no requirements that programs be rated beyond the licensing requirement of a Level 1.

Quality Incentives and Program Supports

The Colorado Shines quality improvement incentives and program supports are based on license type (center/home) and number of classrooms. The Office of Early Childhood, Colorado Department of Human Services, sets funding amounts for quality improvement incentive awards. Actual funding amounts vary and may change based on the more prescriptive manner as outlined in the Early Childhood Council Strategic Plan, School-Readiness Plan and Quality Improvement Program Memorandum of Understanding (QI MOU) that is executed with each participating child care program. Quality improvement resources are based on available funding and may be prioritized to support the Office of Early Childhood strategic priorities.

Quality improvement incentives offered at Levels 1 and 2 include funding to support the readiness assessment, which determines a program's ability to meet the Levels 3 through 5 quality indicators as well as the programs quality improvement planning.

Allowable Use of Quality Improvement Supports and Incentive Funding

All licensed program quality improvement supports and quality incentive funding must be linked to goals noted within the child care program Colorado Shines Quality Improvement Plan (QIP). Programs can choose to access coaching, professional development, temporary teacher funds, and early learning materials.

1. **Coaching** - Colorado Shines offers a coaching model that supports all five quality standards. Coaching includes intensive support offered by subject matter experts to enhance particular aspects of quality. This support can occur in person or remotely, for example via phone, email, or video conference. This model incorporates practice-based coaching which focuses on planning and goal setting, focused observation, reflection and sharing teaching practices. Coaches are required to hold a coaching credential to coach within this framework. Coaching rates include direct classroom coaching and indirect coaching activities (preparing, following up, logging coaching, travel, coach professional development).
2. **Professional Development and Temporary Teacher Funds** - Participating programs may utilize quality improvement funding to compensate for professional development activities for

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their staff. Allowable activities include qualifying Early Childhood Education college coursework, conferences, training, and substitute teacher reimbursement for professional development purposes.

3. **Early Learning Materials** - Classroom materials, such as non-consumable materials for the child care learning environment.
4. **Tiered Reimbursement** - Detail for the Tiered Reimbursement Plan shall be reflected in the Early Childhood Council(s) school-readiness plan in cases where tiered reimbursement will be included as a quality incentive strategy for licensed program grant awards. Colorado Shines Quality Improvement funding may only be used to augment existing provider rates for programs being supported at a Colorado Shines high quality (Levels 3-5).

Funds to support **capital improvements** in programs that serve infants and toddlers may be available through an application to and approval from the Office of Early Childhood, Colorado Department of Human Services. State approval depends on available funding and strength of the request.

Quality Incentive Funding Formula and Business Rules

Quality improvement incentives are monetary awards within Colorado Shines which are generally intended to help support the costs of improving program quality and/or maintaining program quality. Quality improvement incentives are related to a program's Colorado Shines QIP, are conditioned on the achievement and advancement of quality levels in Colorado Shines, and are intentionally focused on the statewide priorities and goals. Awards are structured to encourage programs to engage in Colorado Shines, serve children with high needs, and improve quality.

Early Childhood Councils deploy the local delivery supports for the Colorado Shines Quality Rating and Improvement System supporting early learning programs to increase or maintain quality through the implementation of quality improvement activities. This includes program level support from Quality Improvement Navigators and Coaches.
All quality improvement incentive funding is accessible through a General Accounting Encumbrance (GAE), which is a payment structure whereby each participating Early Childhood Council contract will include the full amount of the GAE as a "not to exceed" statement and can draw down from the GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand.

Business Processes for the Distribution and Tracking of the Incentives

Early Childhood Councils serve as Quality Improvement Incentive Administrators for Colorado Shines. This is consistent across all quality improvement programs funded through the Office of Early Childhood, Colorado Department of Human Services.

The Colorado Shines technology system is integrated with the Professional Development Information System, ecConnect System, and other authoritative data sources to minimize self-report data and provide a coordinated end-user experience to child care programs. Quality Improvement Incentive Administrators will use the ecConnect System to administer the child care quality improvement applications, approve and allocate quality improvement incentive funds, close-out, and renew quality improvement programs. Internal controls and approval workflows have been built into the system to support compliance and the use of best practices for grant expenditure documentation and timesheet management. This allows for enhanced grant management oversight and analysis.

Initial and Ongoing Licensed Program Eligibility Criteria

In order to be eligible and participate in a Colorado Shines quality improvement program, each early care and learning program must minimally meet the following requirements:

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1. Hold a current, permanent child care license and be in compliance with Head Start/Early Head Start regulations (where applicable).
2. Enroll children prior to kindergarten entry.
3. Hold a Colorado Shines Level 2 or higher at the time of application. Please see the Hardship Program Eligibility and Award section below for clarification if a program has not achieved a Level 2.
4. Maintain a Colorado Child Care Assistance Program (CCCAP) fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile. Please see the Hardship Program Eligibility and Award section below for clarification if a program does not have a CCCAP fiscal agreement.
5. Submit an application for quality improvement and incentive supports within the Quality Improvement tab of the program profile within the program of the Colorado Shines Technology System.

Hardship Program Eligibility and Award

Licensed Programs rated in the Colorado Shines system can apply for a one-time hardship award for the following reasons, approved by the Office of Early Childhood, provided the program is serving a high needs population as defined in the School Readiness Quality Improvement Program Rules (7.716.12 CCR); and has a demonstrated hardship as follows:

1. The program is a Level 1, holds a CCCAP fiscal agreement and is actively making progress toward achieving a Level 2 quality rating in which additional funding would support Level 2 achievement or;

2. The program is a Level 2 or higher, unable to execute a CCCAP Fiscal agreement and additional funds would support the provider in entering into a CCCAP fiscal agreement or;

3. The program is a Level 2 and additional funds would support them to earn a high quality rating Level 3-5 by June 30, 2020 (a fiscal agreement is not required) or;

4. The program is a Level 3 through 5 with an expiration date before July 1, 2020 and additional funds would support the program earning their high quality rating by June 30, 2020 (a fiscal agreement is not required).

Licensed programs are only eligible for an award based on a hardship once during the current and future State Fiscal Years. Program awards for eligibility criteria 1 and 2 above, will be awarded fifty percent of the award amount when the Colorado Shines QI MOU is executed and the remaining award amount once the hardship issue has been resolved (Level 2 rating is earned or CCCAP fiscal agreement is in place and the program profile indicating the acceptance of CCCAP) Programs have a six month timeframe or until April 15, 2020 to meet these requirements, whichever is earlier. Program awards for eligibility criteria 3 and 4 above will result in the full award with when the Colorado Shines QI MOU is executed with the expectation the program earns a high quality rating Level 3-5 by June 30, 2020.

The funding for these applications is available from July 1, 2020 - December 31, 2020.

Once awarded, programs meeting eligibility criteria for 1 and 2 above must meet the following criteria in order to continue participation in a Colorado Shines quality improvement program:

1. Execute and comply with the QI MOU.
2. Achieve and maintain a Level 2 within five months or by April 15, 2020 whichever is earlier, of the QI MOU execution date.

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3. Meet QIP requirements by including the results of the Colorado Shines Readiness Assessment or program results of a Level 3 through 5 onsite assessment into the QIP.
4. Maintain a CCCAP fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile.
5. Submit an application to be rated for Level 3-5 or attain a Level 3-5 alternative pathway within an 18-month period and maintain a high-quality Colorado Shines Level 3-5 rating.

Once awarded, programs meeting eligibility criteria for 3 and 4 above must earn a high quality rating Level 3-5 by June, 2020.

The Office of Early Childhood will be providing information regularly regarding eligible licensed programs, based on the above criteria.

Early Learning Program Improvement in Rating to Maintain Eligibility

Programs participating in the Colorado Shines quality improvement program must demonstrate specific and measurable gains in order to remain eligible. It is expected that programs at Level 1 or Level 2 submit for an onsite Colorado Shines assessment (Level 3-5 rating) within 18 months of signing a Memorandum of Understanding (MOU) with the Early Childhood Council. It is the responsibility of the program and the Early Childhood Council to monitor and submit for an onsite assessment timely. All programs are subject to the following expectations, based on their Colorado Shines level:

- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 2 must re-rate within an 18 month time period.
- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 3 must meet one of the following criteria in the subsequent onsite rating to maintain eligibility for funding:
    - Increase their average environment rating scale score; or,
    - Increase their total quality points earned; or,
    - Earn a Colorado Shines Level 4 or 5
- Early childhood education programs that earn a Colorado Shines Level 4 or 5 must maintain their Level 4 or 5

Early childhood education programs that do not maintain a Colorado Shines Level 3, 4, or 5 during a rating cycle must re-rate within 18 months.

Other Program Eligibility as defined by State Priorities

In the event other State priorities are identified, additional eligibility requirements for licensed programs may be defined for quality improvement supports and incentives.

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Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules

Program Overview

The EQ Initiative works to increase the quality and availability of high quality infant toddler care that meets the unique developmental need infants and toddlers have for responsive relationships through a specific focus on improving caregiver-child interactions. Activities include the facilitation of relationship-based, high quality professional development for infant and toddler early care educators (e.g. EQIT Course and EQ RELATE Coaching, LENA Grow), professionals serving infant toddler caregivers (e.g. EQ Infant Toddler Specialists), and supports for the provision of these including technical assistance to Early Childhood Councils and other partners. The primary activities of the EQ Initiative, the 48-hour EQIT Course and EQ RELATE Coaching, are facilitated through the local Early Childhood Council.

Early Childhood Councils must satisfy the following conditions in order to receive technical assistance to develop Infant Toddler Specialist capacity in the local community:

1. Describe the infant and/or toddler child care landscape including the presence of children under the age of three who participate in child care and/or the need for such care.
2. Describe the current capacity for providing relationship-based professional development, including EQ Initiative-certified Infant Toddler Specialist Trainers and Coaches.

Early Childhood Councils must satisfy the following conditions in order to implement the EQIT course and EQ RELATE Coaching:

1. Two approved EQIT Instructors who have completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) are noted for each EQIT requested course.
2. EQIT instructors must hold a current Colorado Shines Professional Development Information System (PDIS) Trainer Credential by June 30, 2020.
3. Enrollment in each EQIT course is expected to include 20-25 participants in non-rural communities, and 12-16 in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for smaller courses. Each course is expected to include 75% or more infant and toddler serving-professionals in the non-rural communities and 50% or more infant and toddler-serving professionals in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for courses not serving primarily infant and toddler-serving professionals.
4. EQ RELATE Coaching can be provided when there is an approved coach who has been trained in using the EQ RELATE coaching model and holds a current Colorado Coaching Credential. EQ RELATE Coaching will be offered to all EQIT participants who serve infants and toddlers, with the expectation that each

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infant toddler early care educator participating in EQIT receive a minimum of 3 hours of EQ RELATE Coaching. EQ RELATE Coaching can be offered within the 2 years following enrollment in an approved EQIT course.

5. EQIT Course and EQ RELATE Coaching may only be conducted using materials approved by the EQ Initiative. All 16 modules and the full 48 hours of instruction must be completed in-person for each EQIT Course.
6. A budget including description of plan for use of registration fees received for EQIT courses has been provided to and approved by the EQ Initiative Program Manager. A fee of no more than $50 can be charged per participant.
7. Description of any college-level course credit connected with EQIT and a contact for the local credit-offering institution.

More detailed information about implementing EQIT courses and coaching can be found in the EQ Implementation Handbook.

Early Childhood Councils must satisfy the following conditions in order to implement other approved relationship-based professional development for infant and toddler early care educators:

1. One EQ Infant Toddler Specialist who has completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) and holds a current Trainer Credential. If the approved opportunity includes coaching, the individual must also hold a current Coaching Credential.

Allowable Use of EQ Initiative Funding

All Early Childhood Councils with qualified EQ Infant Toddler Specialists (employees or contractors) can access the EQ General Accounting Encumbrance (GAE) funds for the provision of high-quality, evidence-based professional development for infant toddler early care educators and infant toddler specialists to support the following:

1. **EQIT Course.** Allowable activities include payment of instructors, purchase of materials utilized during the EQIT course, registration expenses, planning and coordination expenses, EQIT course orientation, financial support for one or more EQ team members to participate in Early Childhood Council meetings to inform infant and toddler issues and activities. Approval is pending available funds and at the discretion of the State.
2. **EQ RELATE Coaching.** Coaching is reimbursed only for direct hours of coaching, defined as observation and reflection with infant toddler early care educators and directors of programs serving infants and toddlers, who are enrolled in approved EQIT courses or infant and toddler-focused professional development. Prior approval of the EQ Initiative program manager is required for any other use of funds designated for EQ RELATE Coaching. Approval is pending available funds and at the discretion of the State.
3. **Relationship-Based Professional Development.** Additional courses of training and coaching may be offered with pre-approval of the EQ Initiative program manager. Prior approval of the EQ Initiative program manager is required for use

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of funds. Pre-approved coursework and coaching may include, and are not limited to LENA Grow, Touchpoints, Cradling Literacy, The Growing Brain Training, and Promoting First Relationships, and infant and toddler-focused professional development approved by both the Colorado Shines Training Alignment and the EQ Initiative Program Manager. EQ RELATE Coaching can be provided in response to all of these courses. Approval is pending available funds and at the discretion of the State.

4. **Professional Development**. Allowable activities for Infant Toddler Specialist professional development include attendance at and registration for approved conferences and trainings. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State. An EQ Infant Toddler Specialist is someone who has completed foundational training and maintains minimum annual requirements with the EQ Initiative and can provide coaching and/or training in a local community.
5. **Reflective Practice Supervision/Support**. Allowable activities include payment to Infant Toddler Specialists who provide EQ RELATE Coaching, for their time and/or to be applied to the provision of reflective practice supervision/support for those who do not otherwise have access to such support as is required to maintain their Colorado Coaching Credential. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
6. **Mileage/Travel Reimbursement.** Councils may request reimbursement for two categories of travel costs incurred by Infant Toddler Specialists. These requests must be pre-approved prior to the travel occurring. First, reimbursement for specialists providing EQ RELATE Coaching to EQIT participants who work more than 35 miles from the primary location of the specialist. Second, travel reimbursement for the Infant-Toddler Specialist to attend approved professional development opportunities. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
7. **EQIT Course Materials**. Funds may be requested to purchase required EQIT course materials. This does not include consumable materials such as EQIT Handout Packets or office supplies. Approval for EQIT course materials is pending available funds and at the discretion of the State.

GAE Funding and Business Rules

All EQ Initiative funding is accessible through a General Accounting Encumbrance (GAE). Each Early Childhood Council contract will include the full amount of the EQ GAE as a "not to exceed" statement and can draw down from the EQ GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand. These funds will be available to councils so long as funding is available in the EQ GAE and councils have pre-approval for the expense where required. EQ Initiative funding is intended to support EQ Infant Toddler Specialists to provide evidence-based training and coaching to infant and toddler care providers and to build the capacity of the Infant Toddler Specialist Network in Colorado to serve those providers. Funds will be awarded through the GAE as follows:

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1. **EQIT Course.** Upon approval, Early Childhood Councils will be awarded $4,500 for each course approved through the GAE. This includes funding to support administration for each course approved through the GAE. Administration activities include coordination, marketing, data collection and reporting efforts.
    a. Prior approval is required to provide an EQIT course where 25% or more of the participants do not serve infants and toddlers in non-rural areas or 50% in rural areas, in addition to minimum course sizes of 12 in rural areas and 20 in non-rural areas.
2. **Coaching.** Upon approval, Early Childhood Councils will be awarded up to $50 for each requested coaching hour. Included in this rate are the cost of the coaching, the costs of travel, reflective supervision, and participation in professional development for EQ Infant Toddler Specialists. Councils are responsible for ensuring all coaching hours are conducted in order to reimburse for coaching AND for associated costs. Councils are encouraged to seek other funding to supplement the hourly direct coaching rate, and the rate reimbursed by the state shall not exceed $50/hour of coaching. Adjustments to coaching hours and coaching rate may occur in cases where the demand or capacity for coaching changes.
    a. In order to be eligible to receive coaching, individuals must care for infants and toddlers and be/have been enrolled in an EQIT course and/or another EQ-Initiative approved course of professional development in the past 2 years.

Invoice Process

Payments for approved activities will be made from the GAE on a cost reimbursement basis. Reimbursement for coaching hours requires documentation that includes coaching hours provided to whom and by whom. This is documented via the EQ reporting spreadsheet. Councils are required to maintain quarterly reporting requirements for coaching hours.

Professional development, reflective supervision/consultation, mileage/travel, and EQIT course materials will be reimbursed based on budgets approved by the EQ Initiative Program Manager only. In order for funds to be released through the GAE, each Early Childhood Council must provide the following for each EQIT Course:

a. Name of each Infant Toddler Specialist supporting the course, including a copy or other verification of a current Trainer Credential certificate.

b. Name of each individual providing EQ RELATE coaching, including a copy or other verification of a current Coaching Credential certificate.

c. Copy of advertisement materials (e.g., fliers, social media posts, newsletter blurbs, or websites).

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d. An overview for the expected use of the EQIT Course GAE award. In cases where a Council is charging a registration fee, Councils are required to include a description for how these fees will be used. This information must be submitted using Exhibit EQ-B.

Reporting Requirements

Early Childhood Councils implementing EQ activities must report the following:

1. **Quarterly EQ RELATE Coaching Reports.** On a quarterly basis information for the completed coaching activities. Report includes name, contact information, employer and license number of the EQIT participant, number of coaching hours received, and name of coach. These reports are due (period of report): Oct 31 (July 1-Sept 30), Jan 31 (Oct 1- Dec 31), April 30 (Jan 1- March 31), June 15 and End of Year (April 1 – anticipated by June 30). EQ reporting spreadsheet must be used for this report.

2. **EQIT Courses**. Upon completion of each EQIT course, Early Childhood Councils must report the EQIT Course, enrollment counts, name of participant, role, program name and license number, any earned credit, for each individual. Individual data will be collected on the EQ reporting spreadsheet. Per course data including the number of people earning credit and the community college contact, the number enrolled and completing, number of infants and toddlers served by participants, the names of the course instructors, dates of the course. All course level data will be collected electronically.

3. **EQIT Course Certificate Request.** Upon completion of the EQIT course, Early Childhood Councils must request the issuance of an EQIT Course Certificate. Certificates may be requested up to two weeks in advance of the scheduled end date of the EQIT course and must be requested within two weeks following the scheduled end date of the courses.

4. Early Childhood Councils may also be required to provide other data as requested by EQ Initiative State team.

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Exhibit E

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

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

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

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

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

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

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

c. Impermissible Uses and Disclosures.

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

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

d. Business Associate's Subcontractors.

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

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

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

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

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system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

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

g. Amendment of PHI.

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

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

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

i. Restrictions and Confidential Communications.

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

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

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

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

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

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

k. Audit, Inspection and Enforcement.

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

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

l. Appropriate Safeguards.

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

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

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

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

m. Safeguard During Transmission.

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

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

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

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

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

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

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

o. Business Associate's Insurance and Notification Costs.

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

A. loss of PHI data;

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

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

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

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

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

p. Subcontractors and Breaches.

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

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

q. Data Ownership.

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

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

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

4. OBLIGATIONS OF COVERED ENTITY

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

b. Notice of Changes.

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

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

5. TERMINATION

a. Breach.

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

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

b. Effect of Termination.

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

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

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

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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

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

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

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

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

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

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

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

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

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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

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

2. ADDITIONAL TERMS

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

    i. Reserved.

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

    i. Reserved.

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

    i. Reserved.

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

    i. Reserved.

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

    i. Reserved.

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

    i. Reserved.

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ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

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

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

D. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month.

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 6th. Contractors who are unable to provide the invoice by July 6th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

F. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of

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funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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

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

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

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

10. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: http://eepurl.com/ccRiDP upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

11. CRITICAL INCIDENT REPORTING

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

12. MANDATED REPORTING

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

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

13. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

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

A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $3,486,000 to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

    a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

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

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $470,000 shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. to be utilized for EQIT as outlined in **Exhibits A** – Statement of Work and **Exhibit D** – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

    a) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

    b) Invoices shall be submitted separately for pre-approved EQIT expenditures.

    c) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

2. UP TO RATES (direct and indirect).
   The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

    a) $4,200 per EQIT Course;
    b) $300 per EQIT Course to support data and reporting; and
    c) $27 per hour for EQ RELATE Coaching.

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

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

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C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds not to exceed $166,750 shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.

    a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

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EXHIBIT **G** - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**;
   ii. Subrecipient DUNS number: **133115220**;
   iii. The Federal Award Identification Number (FAIN) is **CCDF - G2001COCCDD; PDG - 90TP0054**;
   iv. The Federal award date is **CCDF - 11/07/2019 / PDG - 12/27/2019**;
   v. The subaward period of performance start date is **CCDF - 10/01/2019; PDG-12/31/2019** and end date is **CCDF - 09/30/2022; PDG - 12/30/2022**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY21	**CCDF - $37,806***	**CCDF - $37,806*** ***An appropriation for Quality Improvement (QI) and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed $1,543,807 (CCDF - $907,057 - QI GAE; CCDF - $470,000 -EQIT GAE; PDG - $166,750 MG - GAE) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13.**	**CCDF - $37,806***

   vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG)**;
   viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008**;
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434**, name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five**, and dollar amount is **CCDF - $6,157,206; PDG - $14,523,560**;
   x. This award **is not** for research & development;

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xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A - Statement of Work, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions**.

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A - Statement of Work, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions**.

4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 0 %**.

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A - Statement of Work, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

ii. ☐ Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.

10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

i. Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a

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financial statement audit of CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.

ii. Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

iii. Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part F-Audit Requirements.

11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

i. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

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Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

iii. Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

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U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

v. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

16) **Close Out.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that CDHS has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

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

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Health Foundation Grant Application; Heal

Action Requested: Other Grant Application Approval

Parties to the Agreement:

Term Begins: September 2024 **Term Ends:** **Grant Contract #:**

Summary:

HHS would like to apply to the Colorado Health Foundation Community Initiated Solutions for 2 years of funding to improve the health of immigrants through navigation, behavioral health efforts, and events.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

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

Comments:
Legally sufficient. SO 6/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/21/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

The Colorado Health Foundation™

Standard Application

August 2023

NOTE: This document is only for reference in preparing an application.
To be considered for funding, please submit an application here. If barriers prevent you from submitting an application online, please contact us for alternate arrangements at 303-953-3600 or grants@coloradohealth.org.

I am Applying For: [Select **Standard Application**]

Funding Type: [Select from the Available Funding Opportunities listed in a drop-down field]

The purpose of The Colorado Health Foundation's grant application is to better understand your organization and proposed program or project. We consider the information included in this application as a "first look" into your program or project, and do not expect it to be an extensive description of your organization and program or project. As needed, Foundation staff will reach out to you with further questions after reviewing this initial information. Please note that your proposal will not be evaluated based on grammar, sentence structure, writing style or how "well-written" it is. This application can be used for all types of funding requests, including general operating support.

We encourage you to refer to this glossary when completing your responses to some of the narrative questions below, in an effort to ensure a clear understanding of how the Foundation defines key terms used below.

How We Are Working to Achieve Health Equity

We believe keeping equity at the heart of our work will lead Coloradans to better health. While there are countless drivers of health, we know that racial injustice - fueled by systemic racism - is the leading driver of health inequity for communities of color living on low income. That's why we prioritize Coloradans of color and address the deepest, most historically entrenched inequities that affect health based on a person's socioeconomic status, disability, gender identity, sexual orientation, country of origin and religion.

Racial justice - dismantling and/or shifting conditions that are intentionally and unintentionally racist - is the key pathway in our work to achieve health equity. It is essential that every step we take creates fair opportunities for people whose health is furthest from reach. This is why our work, and that which we expect in the work of our partners, is rooted in three cornerstones:

- Serve Coloradans who have less power, privilege and income, and prioritize Coloradans of color;
- Do everything with the intention of creating health equity; and
- Be informed by the community and those we exist to serve.

Our grant application reflects these three cornerstones, and includes key prompts that help us better understand how your organization is strategically advancing health equity and racial justice.

Organization Information

Current Mission Statement

If previously submitted or on file with the Foundation, your organization's current mission statement will be displayed in the system as a read-only field. To edit, follow the instructions listed within the Fluxx application.

Provide a brief summary of the programs and services your organization offers in order to bring this mission to life. *1,000-character limit for response*

Gunnison County Department of Health and Human Services is an integrated public health and human services agency. The agency strives to provide access and assistance to those in greatest need according to race, gender, social class, geography, sexual orientation and age. As a combined health and human services, we are able to provide one door access to services including SNAP, Family Planning, Medicaid, Immunizations, Nurse Family Partnership, Senior Resources, Multicultural Resource Services, child care assistance and early childhood resource and referral. Our agency breaks down structural barriers as possible and other root causes of health inequities by utilizing a Diversity Equity and Inclusion lens for program implementation and development. We consider whole person health and addressing social determinants as a guiding model to how we serve our clients. Our team of over 40 social workers, case managers, clinicians, health navigators, nurses, eligibility technicians and leadership continually bring and provide expertise as well as lived experience across the life spectrum of family and community health and are trained in a variety of modalities to meet families where they are.

Total Organization Budget: $8,967,964.74
If using a fiscal sponsor, enter the total organization budget for the sponsored organization/project (not the fiscal sponsor).

What is your organization's awareness of and commitment to Racial Justice, Equity, Diversity, and Inclusion (JEDI)? How do these values show up in your overall work? Please include what, if any, JEDI work your organization is doing internally with your staff, leadership, Board of Directors, and in your operations. *2,500-character limit for response*

Gunnison County Health and Human Services is very much aware and committed to Racial Justice, Equity, Diversity, and Inclusion (JEDI). Our organization has had a Health Equity team, made up of interested staff members for over 4 years. Currently there is new stable leadership for that team, with the work written into their position through a public health capacity building grant. The group is revising the team's mission and vision, developing a strategic plan, as well as hosting trainings for staff. The leader attended a multi-day training at Adams County to learn more about how counties do JEDI work well and is working towards applying that type of model here, integrating basic trainings and expectations into onboarding of all staff. A Cultural Humility all-day training is being offered for al staff this coming June, which we're very excited about.

HHS has also been modifying job descriptions to allow for more lived experience to be valued along with formal training. This has allowed the organization to hire people with lived

experience and create some pathways for professional development and capacity building from within our community.

The Gunnison County Board of County Commissioners is currently implementing a strategic priority for all of Gunnison County for equity, diversity and inclusion. This strategic priority is focused internally on the organization and involves Human Resources and our HHS Executive Director, who is also an Assistant County Manager. Next steps will include organization-wide engagement so that the process is staff driven.

As part of the Foundation's commitment to learning and evolving, we strive to understand how we and our partners are working to advance equity within our own institutions and the communities we exist to serve. One way of doing this is by requesting key demographic data from grant applicant organizations and the communities you serve. The information collected serves as one data point, among many, in our efforts to understand how our partners are approaching the work of advancing equity. If you have questions about this data collection, please reach out to Sara Guillaume at (303) 953-3600.

We understand that you may not have the requested demographic data for some or all of the sections in this form; please provide what you can. You may select "do not track" and provide an explanation as needed. If applicable, when completing the Multiracial field(s) for your staff or program participants, please count an individual one time for the Multiracial field. If you have and would like to provide additional information on the identities of people referenced in the demographic data table, please include in the narrative space provided.

Organization Demographic Information

Number of Board Members: [insert number] 3
Number of Executive Leadership: [insert number] 9
Number of All Other Staff: [insert number] 40

Please provide **numbers (#)** *for the information requested below.*
Race and Ethnicity

	Board (#)	Executive Leadership (#)	All Other Staff (#)
Arab / Middle Eastern			
Asian / Pacific Islander			
Black, non-Hispanic			
Hispanic / Latinx		2	
Indigenous / Native American			
Multiracial			
Another Race or Ethnicity			
Please describe			

White, non-Hispanic	3	7	
Prefer not to say			
Do not track			x

Gender

	Board (#)	Executive Leadership (#)	All Other Staff (#)
Man	1	2	
Woman	2	7	
Nonbinary / Nonconforming			
Another Gender Identity			
Please describe			
Prefer not to say			
Do not track			X

People Who Identify as Lesbian, Gay, Bisexual, Transgender and/or Queer

	Board (#)	Executive Leadership (#)	All Other Staff (#)
Yes			
No			
Prefer not to say			
Do not track	x	x	x

People Who Identify as Living With a Disability

	Board (#)	Executive Leadership (#)	All Other Staff (#)
Yes			
No			
Prefer not to say			
Do not track	x	x	x

Is there any other demographic information on board, leadership and staff your organization tracks that you'd like to share? If so, please note here. *500-character limit for response*

If you selected "do not track" for any of the above information, please explain why you do not collect this information. *500-character limit for response*
Gunnison County Health and Human Services is developing a staff survey in the near future that could ask these types of demographic questions for staff. Currently Gunnison County Human Resources does collect some data on race and ethnicity, but it was difficult to apply that data for our Health and Human Services department.

Project Information

Project Title: Projecto por la Salud de los Immigrantes

Proposal Summary
A one- to two-sentence description of your proposal. *500-character limit for response*
Community directed and informed project to improve health and well-being of immigrants through navigation services, culturally appropriate behavioral health efforts, and developing pathways to leadership through new positions or connection to opportunities.

Type of Support:
Select one: Capacity Building, Capital, General Operating, Project Support

Total Project Budget: $165,000/year x 2 years = $330,000
For *General Operating* requests, enter your total organizational budget for total project budget

Total Amount Requested: $130,294

Funding Term (Months): 24 months

Counties Served
Select the Colorado counties that the proposed work will specifically serve, or choose "Colorado Statewide" for the list

Age Group
Select from: All Ages, Early Childhood (0-5); Children (6-12); Youth (13-20); Adults (21-54); Older Adults (55+)

Community Served Demographic Information

Please provide **percentages (%)** *for the information requested below.*

Race and Ethnicity

	Anticipated Program Participants Served Through Grant (%)	**Participants Actually Served by All Organizational Programs (*if different*) (%)**
Arab / Middle Eastern		
Asian / Pacific Islander		
Black, non-Hispanic		
Hispanic / Latinx	100	
Indigenous / Native American		
Multiracial		
Another Race or Ethnicity		
Please describe		
White, non-Hispanic		
Prefer not to say		
Do not track		x

Gender

	Anticipated Program Participants Served Through Grant (%)	**Participants Actually Served by All Organizational Programs (*if different*) (%)**

Man	40	
Woman	60	
Nonbinary / Nonconforming		
Another Gender Identity		
Please describe		
Prefer not to say		
Do not track		x

People Who Identify as Lesbian, Gay, Bisexual, Transgender and/or Queer

	Anticipated Program Participants Served Through Grant (%)	Participants Actually Served by All Organizational Programs (*if different*) (%)
Yes		
No		
Prefer not to say		
Do not track	x	x

People Who Identify as Living With a Disability

	Anticipated Program Participants Served Through Grant (%)	Participants Actually Served by All Organizational Programs (*if different*) (%)
Yes		
No		
Prefer not to say		
Do not track	x	x

Is there any other demographic information on people served by your organization and program or project that you'd like to share? If so, please note here. *500-character limit for response*

If you selected "do not track" for any of the above information, please explain why you do not collect this information. *500-character limit for response*
Most programs at our organization do collect demographic information of people served, but we do not have a way to aggregate all the different programs into one statistic at this time. This type of data is something the HHS organization would like to have, but does not currently have.

Cornerstones

Our cornerstones are the foundation upon which The Colorado Health Foundation's work is based, and that we expect to see reflected in the work of our partners.

- **Who We Serve:** We serve Coloradans who have less power, privilege and income, and prioritize Coloradans of color.
- **Health Equity:** We do everything with the intent of creating health equity.
- **Community-Informed:** We are informed by the community and those we exist to serve.

Please describe the people or community that your project will serve. How will your program or project address the health inequities experienced by the individuals you are serving? *2,500-character limit for response*

Gunnison County is a remote frontier county of a little over 17,000 people with geographic barriers to services. The geography of two-lane highways, through high mountain passes with very limited public transportation greatly impacts to the ability of the population to access resources. Recently the bridge closure along Highway 50 highlighted the vulnerability of our county as it cut off access to the main population center in our region. As a rural resort area, the cost of living is high and there is a dependency on service industry jobs that are seasonal and tourist dependent.

Gunnison County Health and Human Services (HHS) has just finished a two-year Capacity Building grant with the Colorado Heath Foundation and proposes to build on that successful work to serve people of low-English Proficiency, the immigrant population of Gunnison County, who are primarily Spanish speaking. The Multicultural Resource Services team at HHS is seen as a leader in outreach to the immigrant community, a central hub for organizing events and reaching out to help elevate the voices of immigrants.

This project will serve immigrants in our community to better be able to work, live, and feel secure. Immigrants in our community need help with basic needs such as food, housing, transportation, work, and education. Our project will continue to build on the efforts that we have been doing to help immigrants access health resources, such as health insurance, education and health services, but also with help getting a driver's licenses, getting documents from their consulate, and help accessing early childhood education. We also partner strongly with the City of Gunnison, Immigrantes Unidos, Gunnison Valley Hospital, Juvenile Services, the Early Childhood Council and others to collaboratively meet the needs of immigrants.

The work of the HHS Multicultural Resource Services team has been successful, with more individuals and families being served over the years and also those individuals having positive experiences with our team. This increased trust and expectations mean increased demand for bilingual services across the community. The MRS team has helped other organizations in their outreach efforts and to increase their level of language access services. The team has helped immigrants raise their voice at community listening events, especially related to health and behavioral health. They do this by doing personal invitations and going along side of immigrant leaders to the events.

Community-wide we have seen more bilingual jobs and outreach jobs being created by organizations. However, the demand for services is increasing and we need to continue to build capacity within the immigrant community to meet the needs of the community over time. This project will continue to build internal and external capacity for bilingual/bicultural services through collaborative projects.

Please describe how your program or project was shaped by the people and community you will serve. What type of information was used to help you understand the context, needs or perspectives of these individuals (e.g., feedback from the people and

community you will serve, needs assessments, census data, community conversations, etc.)? *2,500-character limit for response*

The Multicultural Resource Services (MRS) team at HHS is made up of the Coordinator and two part-time Health Navigators. These staff are all immigrants, who work closely with their communities to meet their needs. As staff with lived experience of immigration to this community, they choose the topics for community outreach, such as driver's license classes and parenting support to best meet the needs and interests of the immigrant community. These events have been really well attended, which confirms that these events and activities are useful for the community and fit their needs.

In terms of needs assessments, as a small community, HHS and the Multicultural Resource Services team in particular, is asked to participate in most planning processes and assessments that the different organizations, departments, community efforts, and grant applications all demand. This means HHS is asked to reach out to the immigrant community to weigh in on efforts and do surveys several times per year. We try to do our best to work collaboratively with several organizations doing listening events and assessments, so that these efforts to collect information are meaningful. We do not want the immigrant population to feel like a check box, but to feel empowered by working with our organizations.

Examples of recent community engagement efforts include, the Child Maltreatment Prevention Strategic Planning process, which included asking Spanish speakers about organizations and community supports that they have or need. Engagement occurred through our collaborative parent support project, the Mama's Café. This is a parenting support group for Spanish speaking "mamas", which our team partners with the hospital on. Data collected through this input led will lead to more in-home parenting services that are bilingual and bicultural. The MRS team will help in the effort of building this program through outreach to the community to recruit appropriate potential new staff.

We have also participated in several needs assessments such as the Regional Health Assessment for Health Statistics Region 10, as well as the Gunnison State of the Community Report looking at behavioral health and social determinants of health.

Most recently we commissioned a report that included interviews with the Cora people on their behavioral health concerns and beliefs. Through this we learned that there are very important cultural considerations for developing behavioral heath programs for the Cora. The western model of behavioral health is not set up well to address this group. We hope to continue to work on this project to develop a culturally appropriate project, that would include developing leadership from within the community.

<u>Proposed Activities</u> *5,000-character limit for response*

- **Please describe your proposed project or program - what you will do and how you will do it. How did you decide this was the right approach to address the needs of the people and community you will serve?**

1) Individual-level Outreach and Basic Needs Services: provide outreach to immigrants for services, including assistance with consulate to help immigrants get their documents, navigate basic needs and health services. This project helps immigrants be able to work and live in the community. These activities will include a feedback mechanism so that community members can provide guidance on needed services.

2) Behavioral Health: continue to work with the Cora Community through community leaders to address behavioral health in a culturally appropriate way. This project will identify community leaders in the Cora community to be behavioral health champions, building on the project started during this past Capacity Building grant.

   Year 1: We plan to co-host meetings with potential leaders and create a work plan with outcomes. Community incentives/Mini grants, and contracts will be used to compensate people for their help and effort.

   Year 2: Implement work plan with community leaders providing activities to address behavioral health and sustainability plan created.

3) Capacity building community-wide to build equity through internal organizational work, such as developing a Community Health Worker program, as well as external work such as helping to increase Spanish speaking child care providers, helping to recruit for Community Champion efforts in collaboration with Gunnison Cultural Connection and other community leadership processes.

   Year 1: Create a new Community Health Worker program at HHS. Identify opportunities for jobs, leadership positions and programs, and engage with community to fill these. Provide professional development opportunities in partnership with community organizations.

   Year 2: Hire Community Health Worker. Increase number of immigrants in jobs, leadership positions, and programs.

4) Basic Needs Events: Host at least 4 events per year that will address a community identified basic need such as housing, food, driver's license, safety or education. These activities will include a feedback mechanism so that community members can provide guidance on topics/needs.

5) Health Education Events: Host at least 8 events per year that will address a community identified health topic, such as health insurance, behavioral health, birthing/family planning, in collaboration with Gunnison Valley Health monthly education nights. These activities will include a feedback mechanism so that community members can provide guidance on topics.

6) Collaborative Events/Community Outreach: Partner to host least 12 events with other organizations, provide outreach and staffing at partnership events such as Immigrantes Unidos, City of Gunnison, Gunnison School District, Gunnison Valley Health, Food Pantry, Juvenile Services, Welcoming Initiative (Gunnison Cultural Collaborative). These activities will include a feedback mechanism so that community members can provide guidance on topics/needs.

This work plan is based on data gathered through projects, like the Cora Community report or input at community events. The individual level services are based on what the immigrant community reaches out for help with and falls into our scope. We work on both increasing access to medical care as well as addressing root causes of poverty such as transportation and education.

Intermediate Milestones *2,500-character limit for response*

- **Please provide no more than five important milestones (e.g., significant achievements) you hope to achieve for each year of your program or project.**

1) At least 1,000 interactions with community members by the end of the year.
2) Work plan created and implemented with Cora and other immigrant community leaders for behavioral health by the end of the 2 year project.
3) At least 1 new Community Health Worker position hired by the end of the year 1.
4) At least 5 community members participating in leadership opportunities by the end of year 2.

Understanding Your Impact, *5,000-character limit for response*

- **How many unique individuals do you expect to serve or reach with your program or project? (# answer, not narrative)** 300 unique individuals
- **Please describe how you will know that your program or project has led to the overall results you want to see? How will you know that your program or project has led to greater health equity for the people or community you will serve?**

This program expects to serve at least 300 unique individuals. We will also measure the types of outcomes these individuals experience in terms of access to services and their rating of their experience.

Co-creating a behavioral health work plan with the Cora and other immigrant groups that is implemented with actions from the community would be seen as a success. We want to see community champions from the immigrant community leading efforts to address behavioral health with the resources to do so. We expect at least 30 members of the immigrant community to participate in behavioral health activities related to this project.

We also expect to see new positions of leadership created with immigrants serving in those positions. This will happen not only within our own organization, but in the community and in collaboration with other organizations, such as the Gunnison Cultural Connection and the collaborative Branches of Inclusion.

Financial Information, *2,500-character limit for response*

- **Please describe how you will use the requested funding by providing a brief budget narrative. If applying for more than one year of funding, please include the total amount requested for each year.**

Year 1: $57,540

Staffing: Multicultural Resource Coordinator time 10hrs/week @ $42/hour = $22,840. Community Health Worker, cost of health insurance and fringe for fulltime = $20,800
Total Staffing: $43,640

Operations: Food for meetings @ $200/meeting x 17 meetings = $3,400. Mini Grants/Community Incentives for community champions to help with behavioral health project = 3 people x 5 events @ $200 = $3,000. Computer costs: 1.5FTE = $4,500/year
Total Operations: $10,900

Contractor: Cora Community Champion services, 5 events and created workplan: $3,000.00
Total Contractor: $3,000.00

Indirect Rate: 10% of $57,540 = $5,754

Total Year 1: $63,294

Year 2: $67,000

Total Ask from CHF: $130,294

- **What are the other major sources of funding, financial and non-financial, for this project?**

Gunnison County blends and braids grants and funding for the Multicultural Resource Services. Grants include: Early Childhood Council funding from the Colorado Department of Early Childhood and foundations such as Temple Hoyne Buell and Colorado Health Foundation, public health funding from Colorado Department of Public Health and Environment, human services funding from Colorado Department of Human Services, behavioral health funding from the Behavioral Health Administration, as well as funding from local sources we apply for as needed, such as the City of Gunnison, Town of Crested Butte, and Community Foundation of the Gunnison Valley. We currently have an application in to the Community Foundation for cultural appreciation outreach events. In Kind support is provided by Gunnison County for things like financial management, supervision, office space, etc.

Requested Attachments

The following documentation is requested:

- **Most recent full 12 months financial statements, audited if available within that timeframe**

For proposals using a fiscal sponsor:

- **Fiscal sponsor agreement – template available here, other formats accepted**
- **Fiscal sponsor financials (most recent full 12 months financial statements, audited if available within that timeframe)**

If you are unable to include documents electronically, please contact Grantmaking Operations to make arrangements for an alternative submission at 303-953-3600, toll-free: 877-225-0839 or email: grants@coloradohealth.org.

Please tell us approximately how many hours it took for you to complete this application.
Number of Hours:

At The Colorado Health Foundation, we are committed to listening and learning from Colorado communities, which is why we invite you to provide anonymous feedback through GrantAdvisor on how you've experienced us as a funder and partner. Your feedback is critical to helping inform decisions on how we can improve our practices.

REMINDER: This document is only for reference in preparing an application.
To be considered for funding, please submit an application here. If barriers prevent you from submitting an application online, please contact us for alternate arrangements at 303-953-3600 or grants@coloradohealth.org.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Dennis Swain; 6/2

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Dennis Swain

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

Summary:

HHS wishes to contract with Dennis Swain for Cultural Humility trainings for staff.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

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

Comments:
Legally sufficient. SO 6/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/21/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 21st day of May, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Dennis Swain, whose address is 802 Goldenrod Pkwy, Henderson, CO 80640 ("Contractor").

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as follows: Montrose

Two full day "Cultural Humility" Trainings, on June 24 2024 in ~~Gunnison~~, CO, and June 25, 2024 in ~~Montrose~~ Colorado. Each training includes:

Gunnison

- 7 hours of direct class time
- Group facilitation
- 1 hour of preplanning
- Up to 3 hours of consultation and debrief time
- Includes travel costs, such as mileage, lodging, and misc. expenses
- Institutional continuum measurements

("Services").

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

Gunnison County is responsible for the following:

- reserving, paying for and setting up the room
- providing a screen, projector for the presenter

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 30, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Promoting Prosperous, Collaborative and Healthy Communities strategy to lead efforts in the valley to stabilize and increase early childhood education, child care and pre-K slots, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed nine thousand two-hundred and No/100 U. S. Dollars $9,200 ("Compensation"). Compensation shall not include the expenses approved by Gunnison County as set forth in Paragraph 1 of this Agreement. Payment for the Compensation and for the expenses set forth in Paragraph 1 of this Agreement shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

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

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

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or

self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison

County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

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

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

unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of

limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to that portion of the Compensation for Services performed and those expenses incurred and approved by the County under Paragraph 1 of this Agreement prior to the date of termination, per the terms of this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado

200 E. Virginia
Gunnison, Colorado 81230

Contractor: Dennis Swain
~~800 Goldenrod Pkwy~~ @ → 802 Goldenrod Pkwy
Henderson, CO 80640

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
Dennis Swain

Its: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Food and Beverage/Retail and Concession Lease Agre

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Jermaine Rodney dba Bar 78

Term Begins: 08/01/2024 **Term Ends:** **Grant Contract #:**

Summary:

This is a new lease with Bar 78 to lease both the restaurant area and adjacent area to the west to operate a food/beverage and retail concession. This lease will terminate the previously entered lease dated 11/31/23.

Fiscal Impact: 5% gross revenue first year of term; $5,000 annual rent for every year after initial term

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

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

Comments:
Legally sufficient. SO 6/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/21/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

FOOD AND BEVERAGE/RETAIL and CONCESSION
LEASE AGREEMENT

This Lease Agreement is made and entered into on this 18 day of June, 2024 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, 200 East Virginia, Gunnison, CO 81230, a political subdivision of the State of Colorado, hereinafter referred to as the "County", and **Jermaine Rodney dba Bar 78**, hereinafter referred to as the "Lessee".

WHEREAS, the County, owns and operates the Gunnison-Crested Butte Regional Airport ("the Airport") located within and adjacent to the City of Gunnison, including the Air Carrier Terminal building; and

WHEREAS, the County has determined that the convenience and interests of air travelers and members of the public would best be served if prepared food and beverages on the leased premises, were offered for sale in a restaurant or by mobile food service at such Terminal during regular business hours; and

WHEREAS, the County has determined that the convenience and interests of air travelers and members of the public would be further improved with the addition of an Airport "Grab & Go" and general Concession Market at such Terminal during regular business hours; and

WHEREAS, the Lessee is willing to operate a restaurant food service and a Grab & Go and general Concession at the Terminal under the terms and conditions of this agreement with the purpose of providing these services that best serves the airline operating schedule at the Gunnison-Crested Butte Regional Airport.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the County and the Lessee do hereby mutually agree to terminate the Food and Beverage/Retail previously entered in and effective November 21st 2023 and enter into a new agreement as follows:

1. TERM

1.1 The term of this lease agreement shall commence on August 1st, 2024, and continue until July 31st, 2026 (the "initial term") unless sooner terminated under the terms hereof. At the request of the operator, and at the sole discretion of the County, an extended lease term may be approved beginning August 1st, 2026 and ending July 31st, 2027 (the "extended lease term").

2. GRANT OF LEASE

2.1 The County hereby grants to the Lessee the right to occupy and use, together with necessary rights of ingress and egress, those premises more particularly identified in **Exhibit "A", Airport 2nd Floor Restaurant and 300 sq/ft of Concessions Area**, attached hereto and by reference incorporated herein.

3. USE OF LEASED PREMISES

3.1 The Lessee hereby agrees to use the airport restaurant and concessions facilities only for the purpose of food and beverage preparation for consumption and the operation of an airport concessions retailing County approved products in the leased area of the terminal departure lounge and airline gate hold rooms. Such use shall be conducted in accordance with the laws of the State of Colorado governing and in respect of the sale and preparation of food and beverages. The above uses are to serve airline passengers who are utilizing the Airport Terminal for air travel. Such use shall at all times be conducted in a manner consistent with the terms of this agreement, in accordance with applicable federal, state and local laws, rules and regulations and in accordance with any rule, manual or program adopted for the operation of the Gunnison-Crested Butte Regional Airport.

3.2 No amusement or vending machines shall be installed or maintained in or upon the Lessee's leased premises without prior written approval of the Airport Manager.

3.3 Neither the Lessee, or its employees shall be allowed to bring or keep animals or pets on the leased premises.

3.4 The Lessee shall ensure that no use of the leased premises interferes with the quiet use of the Airport Terminal by the County, public or other airport tenants at the Airport Terminal.

4. COMPENSATION

4.1 For and in consideration of the rights granted herein, the Lessee will compensate the airport:-

a. A total rental fee of $0 (zero dollars) for space and facilities for the entire initial term.
b. A rent of Five Thousand Dollars ($5,000) per term year for the entire extended term.
c. 5% of its gross revenue earned during the first (1st) year of the initial term payable at the end of each month of operation.

d. 10% of its gross revenue earned during the second (2nd)) year of the initial term and for the entire extended term payable at the end of each month of operation.

4.2 All compensation to be paid to Lessee pursuant to this Section 4. shall be delinquent if not received on the 30th day of each month for the then-current month. Payments to the County are due on the 30th day of each month following the subject month and made payable to the "Gunnison County Treasurer". Payments should be mailed or delivered to the Gunnison County Finance Office at 200 East Virginia Avenue, Gunnison, CO, 81230.

5. OPERATIONS

5.1 The Lessee agrees to secure all necessary sales tax licenses, business permits and other approval required by the City of Gunnison and the State of Colorado. Such licenses shall be separate and apart from licenses and permits relating to any other retail location operated by the Lessee.

5.2 Lessee will submit to airport administration at the beginning of every month the indented food and beverage menu and pricing for the that month. The Airport Manager/or designated representative shall have the right to make reasonable objections to the food service menu items and pricing at the airport. Such items will be subject to discussion with the ultimate decision to be made, following the discussion, by the County.

5.3 The Lessee or a member of their staff will handle deliveries of food and beverage or retail merchandise to the leased area and will at all times without exception comply with airport and TSA related security and screening requirements as required with introducing goods into the airport sterile/secure area of the terminal.

5.4 No trash or supplies associated with the agreement will be allowed in the front of the air carrier terminal, (i.e. carbon cartridges, beer kegs, food packaging, retail merchandise packaging, trash etc.)

5.5 Lessee will submit to the Airport Manager for approval prior to the commencement of the “Grab & Go” and general concession a list of products the Lessee intends to retail.

5.6 Lessee will obtain approval from the Airport Manager thereafter any additional products not initially approved under 5.5 above.

5.7 The Airport Manager/or designated representative shall have the right to make reasonable objections to or require the immediate removal from sale or display of any materials, which in the sole discretion of the County are objectionable for any reason

whatsoever. The Lessee shall promptly comply or such failure shall constitute a material breach of this agreement.

5.8 The Lessee may place signage as approved by the Airport Manager or designee. Any sign must receive prior approval from the Airport and displayed or be attached to or hung upon the wall/area designated by the Airport.

5.9 The Lessee specifically recognizes and agrees that the leased premises are part of the Terminal, which is closed during certain hours of the day and evening and is utilized expressly for purposes relating to members of the public traveling from/to Gunnison County by commercial airlines. The Lessee hereby agrees that the use proposed for the leased premises is consistent with the use of the Terminal for the intended purpose and accepts the closure of the Terminal during those times identified by the County. The Lessee agrees to close the business on the leased premises no earlier than 15 (fifteen) minutes after the last departure of a commercial airline or as deemed necessary by passenger loads. This paragraph shall not be considered to prevent the County from granting approval of later hours for special purposes, if requested.

5.10 The Lessee agrees to conduct its business hereunder for the accommodation of the public using the Airport and to furnish good, prompt and efficient service. The Lessee agrees to provide service on a fair, equal and non-discriminatory basis to all air travelers and to charge fair, reasonable and non-discriminatory prices for merchandise and service. The Lessee, its agents and employees, will not discriminate against any person or class of person by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public in any manner prohibited by Part 21 of the regulations of the office of the Secretary of Transportation.

5.11 The County has, at its own expense, brought certain public utility services to the Terminal building and the premises leased hereunder. Within the limits of capacity and without charge the Lessee shall have the right to use and make connection therewith. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right, except insofar as this Lease grants an exclusive right to occupy the leased premises in accordance with its terms.

6. Security Requirements

6.1 Lessee will comply with all security requirements as regulated under TSA 1542.

6.2 Lessee shall provide the County with such information as may be necessary for the County to comply with federal law or regulation, including those relating to finger printing and background checks for the issuance of SIDA badges. Employees will not be assigned duties in which they are required to have unescorted access to controlled areas until such checks have been made and appropriate authority granted by the

County. Lessee further agrees that its Employees shall fully comply with the County's TSA approved airport security program.

6.3 Lessee shall maintain the Premises in such a manner as to keep them reasonably secure from unauthorized access and intrusion.

6.4 Lessee shall pay for any identification badges required for its employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is $75.00 per badge. Lessee shall also pay fees as established by the County from time to time for the replacement of said badges.

7. MAINTENANCE, REPAIRS AND IMPROVEMENTS

7.1 During the term of this agreement, the Lessee shall provide its own janitorial services for the leased space **Exhibit A, Airport 2nd Floor Restaurant and Concessions Area** and shall at all times keep its leased premises in a neat and clean condition and in good repair (ordinary wear and tear, unavoidable accident and fire excepted). The County shall operate, maintain and keep in good repair the Terminal building and Airport facilities.

7.2 The County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances) to enter upon the Lessee's leased premises to inspect the premises at reasonable business hours or in case of emergency, to perform necessary maintenance and repairs in order to preserve the structural safety of such premises or the Terminal building or to correct dangerous conditions, or in the exercise of the County's police power. No such entry by or on behalf of the County upon such leased premises shall, in and of itself, cause or constitute a termination of letting thereof or be deemed to constitute an interference with the possession thereby by the Lessee.

7.3 All equipment and property and appliances purchased and placed by the County at its expense in, on or about the leased premises shall remain the property of the County. The County shall be responsible for maintenance and repair of all County owned equipment used in the provision of these services, up to fifty percent (50%) of the current depreciated value. All property placed by the Lessee at its expense in, on or about the premises and affixed to the premises so that the same may not be removed without damage thereto, shall become the property of the County and shall not be removed by the Lessee at any time.

7.4 Gunnison County owns the majority of the furniture and fixtures associated with the restaurant. Requests to purchase additional kitchen fixtures and equipment must be in writing to the Airport Administration prior to purchasing the items, and must include

the equipment, quantity, price, supplier and reasoning for additional fixtures/equipment. The County will decide if the fixtures or equipment shall be County owned and purchased or lessee owned and purchased. The approval will be based on need and the restaurant equipment replacement budget, within the Airport Operating Budget

7.5 The Lessee shall keep the premises as identified in **Exhibit A, Airport 2nd Floor Restaurant and Concessions Area** maintained in a clean and tidy condition at all times and shall at a minimum:

a. Provide within the immediate leased area trash containers lined with disposable plastic trash bags for the disposal of trash, including paper, plastic and styro-foam cups, plates, glasses and utensils.

b. No trash or supplies associated with the Lessee's product (papers, napkins, cups, plates, utensils are left at tables, counters, bar or other locations within the restaurant and/or departure lounge, such items shall be picked up by the Lessee's personnel and disposed of in the trash container provided.

c. Used trash bags will be removed from the leased premises daily and placed in the exterior airport dumpsters

d. Spilled food and beverages shall be cleaned up immediately, including messes made by the removal of trash, liquids or debris through the main terminal.

e. Hard surfaces such as wood, metal and laminates shall be cleaned regularly whether such surfaces are on appliances, bar furniture or affixed to the building.

f. Liquid waste shall not be disposed of by dumping, or other disposal, on Airport premises including the metal dumpster provided for non-liquid wastes at the Airport Terminal. Only those approved disposal containers designed for liquid/oil waste shall be used.

8. INDEMNIFICATION AND INSURANCE

8.1 The Lessee agrees to hold the County harmless, to release and indemnify the County from and against any and all claims, demands, damages and liabilities (including costs and expenses incurred in the defense thereof including reasonable attorney's fees) for injury to persons or damage to property arising from the Lessee's operations or the activities of any officer, agent or employee of the Lessee. For the purposes of this paragraph, "operations" shall include, but not be limited to, those activities and services required or permitted under the terms of this Agreement. The

Lessee agrees to indemnify, release and hold harmless the County from and against any and all claims, demands, damages and liabilities including costs and expenses incurred in the defense thereof due to theft, vandalism or unexplained loss of alcoholic beverages stored on the leased premises.

8.2 The County agrees that the Lessee need not release, save harmless or indemnify the County against damages or injuries caused solely by the negligence of the County, its agents, officers or employees.

8.3 The Lessee agrees to obtain and keep in force, throughout the term of this lease agreement, comprehensive general liability insurance including at a minimum, commercial general liability coverage per occurrence with a general aggregate of $2,000,000, products of $2,000,000, personal injury of $1,000,000, fire damage of $100,000, and medical expense (per any one person) of $5,000. The Lessee shall also maintain and keep in force at such times adequate Workers' Compensation insurance, including occupational disease hazards, for all of its employees. The County shall be named as an insured in any insurance policy required hereunder, and said policies shall contain a provision insuring contractual liability of the Lessee to the County. The Lessee shall furnish, at the County's request, current certificates of insurance to the County, which shall include a provision that the policies will not be canceled without ten days' prior notice to the County.

8.4 The Lessee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operation of said business on the leased premises and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said premises or improvements thereon.

8.5 Neither the existence of the insurance required hereunder nor the naming of the County as an additional insured shall be deemed a waiver by the County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

9. DAMAGE TO OR DESTRUCTION OF PREMISES

9.1 In the event that the premises leased hereunder, or any portion thereof, shall be destroyed or damaged by fire or otherwise to an extent which renders them untenable, the County may rebuild or repair such destroyed or damaged portions, and the obligation of the Lessee to pay the compensation hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event that the County shall elect not to proceed with the rebuilding or repair of the major portion of the premises (if so destroyed or damaged) within a period of 90 days after the destruction or damage, the Lessee may, it its option, cancel and terminate this lease. In

the event that the County shall elect to rebuild, the Lessee must replace all of its personal property at its sole cost.

9.2 The County shall not be liable for any loss of property by theft or burglary from the Airport or Terminal or for any damage to persons or property on said Airport or Terminal resulting from the electric lighting or water, rain or snow, which may come into or issue or flow from any part of said Airport, or from the pipes, plumbing, wiring, gas or sprinklers thereof.

10. ASSIGNMENT

10.1 The Lessee covenants and agrees not to assign, sublet, pledge or transfer any of its rights granted in this agreement, in whole or in part, nor grant any license or concession hereunder, without first obtaining the written consent of the County, which consent may be reasonably withheld by the County. Any attempt by the Lessee to assign, sublet or in any way transfer its interest hereunder without such prior written consent shall, at the County's option, automatically terminate this agreement and the Lessee's rights hereunder.

11. DEFAULT

11.1 The Lessee shall be considered to be in default of this agreement upon or after any one of the following:

a. the Lessee fails to pay the compensation required hereunder when due; or

b. the Lessee fails to pay each and every late charge and interest payment within thirty (30) days of its being due; or

c. the Lessee files a voluntary bankruptcy petition or makes a general assignment for the benefit of creditors or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

d. the Lessee transfers its interest under this agreement without the approval of the County by reason of death, operation of law, assignment, sublease or otherwise, to any other person, firm or corporation; or

e. the Lessee voluntarily abandons, deserts or vacates the leased premises; or

f. any lien is filed against the leased premises because of any act or omission of the Lessee and shall not be discharged or contested by the

Lessee in good faith by proper legal proceedings within 20 days after receipt of notice thereof by the Lessee; or

g. the Lessee fails to keep, perform and observe each and every promise, covenant and agreement set forth in this lease agreement which failure continues for a period of more than 30 days after written notice from the County of such breach or default; or

h. the Lessee uses or gives its permission to any person to use any portion of the Airport, Terminal or leased premises for any illegal purpose; or

i. the Lessee fails to fully and timely provide restaurant services, satisfactory to the County, at all times as required by this Agreement.

11.2 If the Lessee defaults in any of the covenants, terms and conditions herein contained, the County may proceed in either of the following manners. The County may elect to allow this agreement to continue in full force and effect and to enforce all of the County's rights and remedies hereunder, including without limitation, the right to collect monthly lease payments as they become due together delinquent payments and interest as set forth herein. The County may, at its sole option, cancel and terminate this agreement upon 30 days' written notice to the Lessee and may repossess the premises without liability for so doing, in the event of any breach of the covenants contained herein, unless such default has been cured within such 30 days. The County may also elect to collect liquated damages in the amount of three thousand dollars ($3,000.00) per month of each month from notice of the breach to the end of the lease term or end of each winter season, whichever is earlier.

11.3 No waiver of a default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

12. LESSEE'S RIGHT TO TERMINATE

12.1 Lessee shall have the right to terminate this Agreement by giving 60 days advanced written notice to the County.

13. AMERICANS WITH DISABILITIES ACT

13.1 Lessee is not responsible to make any structural changes to the Airport Terminal building to meet the requirements of the American's With Disabilities Act; however, Lessee is responsible to meet all other relevant provisions of the American's With

Disabilities Act, including but not limited to reasonable accommodations to the public and employees.

14. IMMIGRATION COMPLIANCE CERTIFICATION.

14.1 Contractor certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. Contractor further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

15. FORCE MAJEURE

15.1 Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstances for which such party is not responsible or which is not in its power to control.

16. AGREEMENT WITH THE UNITED STATES

16.1 This lease agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Gunnison County Airport.

17. NOTICES

17.1 Notices to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Matthew Birnie
County Manager
200 West Virginia Ave
Gunnison, CO 81230

and notices to the Lessee, if sent by registered mail, addressed to:

Jermaine Rodney
728 North Main Street
Gunnison, CO 81230

18. SEVERABILITY

18.1 In the event any covenant, condition or provision contained in this lease agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such covenant, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this agreement, then at the option of such party, this agreement may be declared to be terminated.

19. GOVERNING LAW - BINDING AGREEMENT

19.1 This lease agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

20. ENTIRE AGREEMENT

20.1 The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by all the parties within the same formality as this agreement.

21. VENUE

21.1 Venue for any and all legal actions regarding this Retail Lease Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

22. GROSS REVENUES

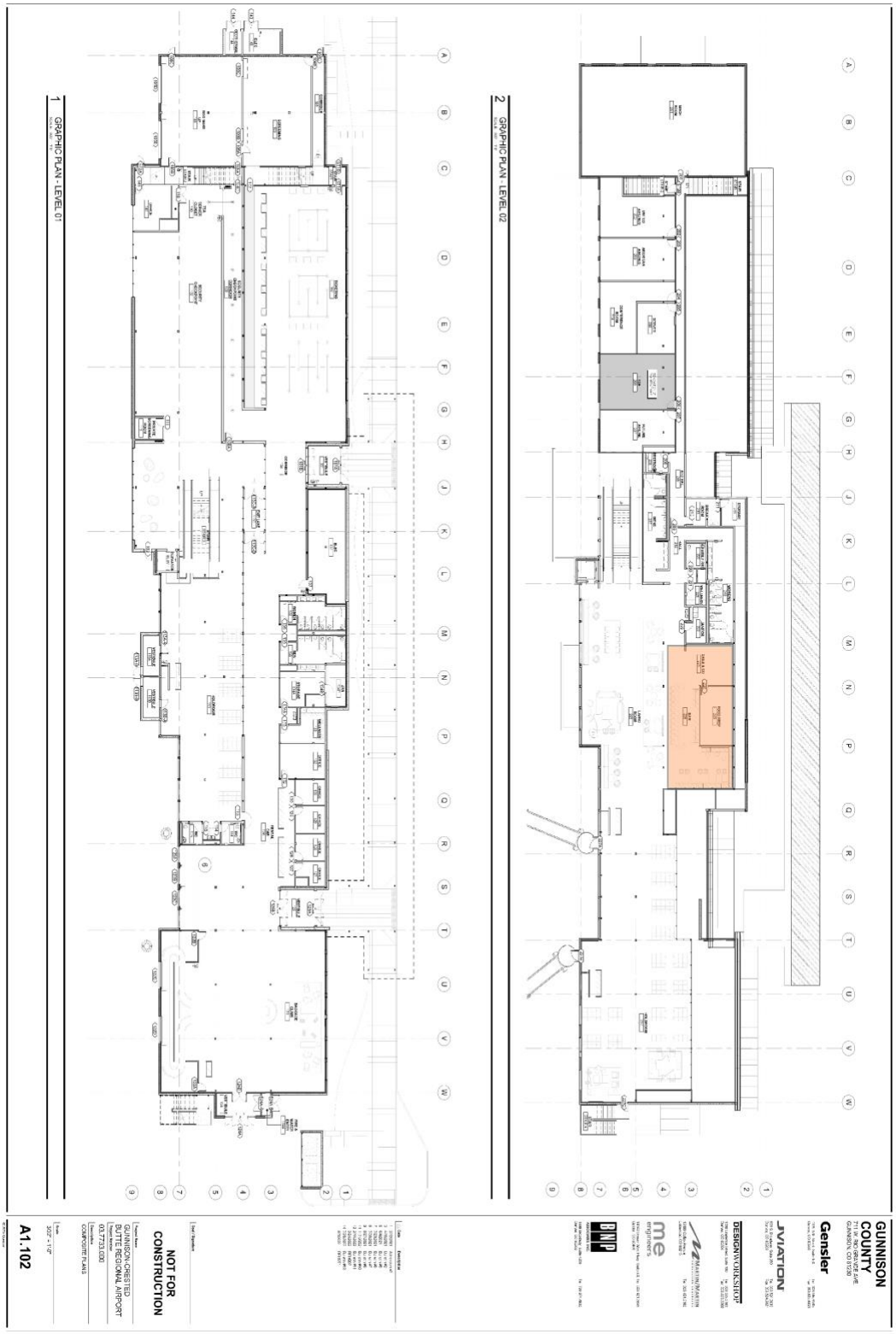
22.1 In order to facilitate County compliance with federal requirements, in addition to the requirements of paragraph 4. hereof, the Lessee shall submit to the County by the 30th of each month a written report of gross revenues generated by the Lessee at the Gunnison-Crested Butte Regional Airport during the preceding month. The County shall have the right at its own expense to audit the Lessee's books and records and any portions thereof.

In witness whereof, the parties hereto have set their hands and seals on the day and year first set forth above.

_____
Matthew Birnie, County Manager

Jermaine Rodney
Jermaine Rodney Bar 78

Exhibit "A"


1 GRAPHIC PLAN - LEVEL 01
2 GRAPHIC PLAN - LEVEL 02
GUNNISON COUNTY
Gensler
JVIATION
DESIGN WORKSHOP
me engineers
NOT FOR CONSTRUCTION
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
A1.102

FOOD AND BEVERAGE/RETAIL
LEASE AGREEMENT

This Lease Agreement is made and entered into on this 21 day of November, 2023 by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, 200 East Virginia, Gunnison, CO 81230, a political subdivision of the State of Colorado, hereinafter referred to as the "County", and Bar 78, hereinafter referred to as the "Lessee".

WHEREAS, the County, owns and operates the Gunnison-Crested Butte Regional Airport ("the Airport") located within and adjacent to the City of Gunnison, including the Air Carrier Terminal building; and

WHEREAS, the County has determined that the convenience and interests of air travelers and members of the public would best be served if prepared food and beverages on the leased premises, were offered for sale in a restaurant or by mobile food service at such Terminal during regular business hours; and

WHEREAS, the Lessee is willing to operate a food service at the Terminal under the terms and conditions of this agreement with the purpose of providing food and beverage service that best serves the airline operating schedule at the Gunnison-Crested Butte Regional Airport.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the County and the Lessee do hereby agree as follows:

1. TERM

1.1 The term of this lease agreement shall commence on December 1st, 2023, and continue until November 30th, 2025 (the "initial term") unless sooner terminated under the terms hereof. At the request of the operator, and at the sole discretion of the County, an extended lease term may be approved beginning December 1st, 2025 and ending November 30th, 2027 (the "extended lease term").

2. GRANT OF LEASE

2.1 The County hereby grants to the Lessee the right to occupy and use, together with necessary rights of ingress and egress, those premises more particularly identified in **Exhibit "A", Airport 2nd Floor Restaurant Area**, attached hereto and by reference incorporated herein.

3. USE OF LEASED PREMISES

3.1 The Lessee hereby agrees to use the airport restaurant facilities only for the purpose of food and beverage preparation for consumption in the leased area of the terminal departure lounge and airline gate hold rooms. Such use shall be conducted in accordance with the laws of the State of Colorado governing the sale and preparation of food and beverages. The above uses are to serve airline passengers who are utilizing the Airport Terminal for air travel. Such use shall at all times be conducted in a manner consistent with the terms of this agreement, in accordance with applicable federal, state and local laws, rules and regulations and in accordance with any rule, manual or program adopted for the operation of the Gunnison-Crested Butte Regional Airport.

3.2 No amusement or vending machines shall be installed or maintained in or upon the Lessee's leased premises without prior written approval of the County.

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4.1 For and in consideration of the rights granted herein, the Lessee will compensate the airport:-

a. A total rental fee of $0 (zero dollars) for space and facilities for the entire initial term.
b. 5% of its gross revenue earned during the first (1st) year of the initial term payable at the end of each month of operation.
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5.2 Lessee will submit to airport administration at the beginning of every month the indented food and beverage menu and pricing for the that month. The Airport Manager/or designated representative shall have the right to make reasonable objections to the food service menu items and pricing at the airport. Such items will be subject to discussion with the ultimate decision to be made, following the discussion, by the County.

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5.9 The County has, at its own expense, brought certain public utility services to the Terminal building and the premises leased hereunder. Within the limits of capacity and without charge the Lessee shall have the right to use and make connection therewith. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right, except insofar as this Lease grants an exclusive right to occupy the leased premises in accordance with its terms.

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6.3 Lessee shall maintain the Premises in such a manner as to keep them reasonably secure from unauthorized access and intrusion.

6.4 Lessee shall pay for any identification badges required for its employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is $75.00 per badge. Lessee shall also pay fees as established by the County from time to time for the replacement of said badges.

7. MAINTENANCE, REPAIRS AND IMPROVEMENTS

7.1 During the term of this agreement, the Lessee shall provide its own janitorial services for the leased space **Exhibit A, Airport 2nd Floor Restaurant Area** and shall at all times keep its leased premises in a neat and clean condition and in good repair

(ordinary wear and tear, unavoidable accident and fire excepted). The County shall operate, maintain and keep in good repair the Terminal building and Airport facilities.

7.2 The County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances) to enter upon the Lessee's leased premises to inspect the premises at reasonable business hours or in case of emergency, to perform necessary maintenance and repairs in order to preserve the structural safety of such premises or the Terminal building or to correct dangerous conditions, or in the exercise of the County's police power. No such entry by or on behalf of the County upon such leased premises shall, in and of itself, cause or constitute a termination of letting thereof or be deemed to constitute an interference with the possession thereby by the Lessee.

7.3 All equipment and property and appliances purchased and placed by the County at its expense in, on or about the leased premises shall remain the property of the County. The County shall be responsible for maintenance and repair of all County owned equipment used in the provision of these services, up to fifty percent (50%) of the current depreciated value. All property placed by the Lessee at its expense in, on or about the premises and affixed to the premises so that the same may not be removed without damage thereto, shall become the property of the County and shall not be removed by the Lessee at any time.

7.4 Gunnison County owns the majority of the furniture and fixtures associated with the restaurant. Requests to purchase additional kitchen fixtures and equipment must be in writing to the Airport Administration prior to purchasing the items, and must include the equipment, quantity, price, supplier and reasoning for additional fixtures/equipment. The County will decide if the fixtures or equipment shall be County owned and purchased or lessee owned and purchased. The approval will be based on need and the restaurant equipment replacement budget, within the Airport Operating Budget

7.5 The Lessee shall keep the premises as identified in **Exhibit "A", Airport 2nd Floor Restaurant Area** maintained in a clean and tidy condition at all times and shall at a minimum:

a. Provide within the immediate leased area trash containers lined with disposable plastic trash bags for the disposal of trash, including paper, plastic and styro-foam cups, plates, glasses and utensils.

b. No trash or supplies associated with the Lessee's product (papers, napkins, cups, plates, utensils are left at tables, counters, bar or other locations within the restaurant and/or departure lounge, such items shall be picked up by the Lessee's personnel and disposed of in the trash container provided.

c. Used trash bags will be removed from the leased premises daily and placed in the exterior airport dumpsters

d. Spilled food and beverages shall be cleaned up immediately, including messes made by the removal of trash, liquids or debris through the main terminal.

e. Hard surfaces such as wood, metal and laminates shall be cleaned regularly whether such surfaces are on appliances, bar furniture or affixed to the building.

f. Liquid waste shall not be disposed of by dumping, or other disposal, on Airport premises including the metal dumpster provided for non-liquid wastes at the Airport Terminal. Only those approved disposal containers designed for liquid/oil waste shall be used.

8. INDEMNIFICATION AND INSURANCE

8.1 The Lessee agrees to hold the County harmless, to release and indemnify the County from and against any and all claims, demands, damages and liabilities (including costs and expenses incurred in the defense thereof including reasonable attorney's fees) for injury to persons or damage to property arising from the Lessee's operations or the activities of any officer, agent or employee of the Lessee. For the purposes of this paragraph, "operations" shall include, but not be limited to, those activities and services required or permitted under the terms of this Agreement. The Lessee agrees to indemnify, release and hold harmless the County from and against any and all claims, demands, damages and liabilities including costs and expenses incurred in the defense thereof due to theft, vandalism or unexplained loss of alcoholic beverages stored on the leased premises.

8.2 The County agrees that the Lessee need not release, save harmless or indemnify the County against damages or injuries caused solely by the negligence of the County, its agents, officers or employees.

8.3 The Lessee agrees to obtain and keep in force, throughout the term of this lease agreement, comprehensive general liability insurance including at a minimum, commercial general liability coverage per occurrence with a general aggregate of $2,000,000, products of $2,000,000, personal injury of $1,000,000, fire damage of $100,000, and medical expense (per any one person) of $5,000. The Lessee shall also maintain and keep in force at such times adequate Workers' Compensation insurance, including occupational disease hazards, for all of its employees. The County shall be named as an insured in any insurance policy required hereunder, and said policies shall contain a provision insuring contractual liability of the Lessee to the County. The Lessee shall furnish, at the County's request, current certificates of insurance to the

County, which shall include a provision that the policies will not be canceled without ten days' prior notice to the County.

8.4 The Lessee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operation of said business on the leased premises and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said premises or improvements thereon.

8.5 Neither the existence of the insurance required hereunder nor the naming of the County as an additional insured shall be deemed a waiver by the County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

9. DAMAGE TO OR DESTRUCTION OF PREMISES

9.1 In the event that the premises leased hereunder, or any portion thereof, shall be destroyed or damaged by fire or otherwise to an extent which renders them untenable, the County may rebuild or repair such destroyed or damaged portions, and the obligation of the Lessee to pay the compensation hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event that the County shall elect not to proceed with the rebuilding or repair of the major portion of the premises (if so destroyed or damaged) within a period of 90 days after the destruction or damage, the Lessee may, it its option, cancel and terminate this lease. In the event that the County shall elect to rebuild, the Lessee must replace all of its personal property at its sole cost.

9.2 The County shall not be liable for any loss of property by theft or burglary from the Airport or Terminal or for any damage to persons or property on said Airport or Terminal resulting from the electric lighting or water, rain or snow, which may come into or issue or flow from any part of said Airport, or from the pipes, plumbing, wiring, gas or sprinklers thereof.

10. ASSIGNMENT

10.1 The Lessee covenants and agrees not to assign, sublet, pledge or transfer any of its rights granted in this agreement, in whole or in part, nor grant any license or concession hereunder, without first obtaining the written consent of the County, which consent may be reasonably withheld by the County. Any attempt by the Lessee to assign, sublet or in any way transfer its interest hereunder without such prior written consent shall, at the County's option, automatically terminate this agreement and the Lessee's rights hereunder.

11. DEFAULT

11.1 The Lessee shall be considered to be in default of this agreement upon or after any one of the following:

a. the Lessee fails to pay the compensation required hereunder when due; or

b. the Lessee fails to pay each and every late charge and interest payment within thirty (30) days of its being due; or

c. the Lessee files a voluntary bankruptcy petition or makes a general assignment for the benefit of creditors or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

d. the Lessee transfers its interest under this agreement without the approval of the County by reason of death, operation of law, assignment, sublease or otherwise, to any other person, firm or corporation; or

e. the Lessee voluntarily abandons, deserts or vacates the leased premises; or

f. any lien is filed against the leased premises because of any act or omission of the Lessee and shall not be discharged or contested by the Lessee in good faith by proper legal proceedings within 20 days after receipt of notice thereof by the Lessee; or

g. the Lessee fails to keep, perform and observe each and every promise, covenant and agreement set forth in this lease agreement which failure continues for a period of more than 30 days after written notice from the County of such breach or default; or

h. the Lessee uses or gives its permission to any person to use any portion of the Airport, Terminal or leased premises for any illegal purpose; or

i. the Lessee fails to fully and timely provide restaurant services, satisfactory to the County, at all times as required by this Agreement.

11.2 If the Lessee defaults in any of the covenants, terms and conditions herein contained, the County may proceed in either of the following manners. The County may elect to allow this agreement to continue in full force and effect and to enforce all of the County's rights and remedies hereunder, including without limitation, the right to collect monthly lease payments as they become due together delinquent payments and interest as set forth herein. The County may, at its sole option, cancel and terminate this agreement upon 30 days' written notice to the Lessee and may repossess the

premises without liability for so doing, in the event of any breach of the covenants contained herein, unless such default has been cured within such 30 days. The County may also elect to collect liquated damages in the amount of three thousand dollars ($3,000.00) per month of each month from notice of the breach to the end of the lease term or end of each winter season, whichever is earlier.

11.3 No waiver of a default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

12. LESSEE'S RIGHT TO TERMINATE

12.1 Lessee shall have the right to terminate this Agreement by giving 60 days advanced written notice to the County.

13. AMERICANS WITH DISABILITIES ACT

13.1 Lessee is not responsible to make any structural changes to the Airport Terminal building to meet the requirements of the American's With Disabilities Act; however, Lessee is responsible to meet all other relevant provisions of the American's With Disabilities Act, including but not limited to reasonable accommodations to the public and employees.

14. IMMIGRATION COMPLIANCE CERTIFICATION.

14.1 Contractor certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. Contractor further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

15. FORCE MAJEURE

15.1 Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstances for which such party is not responsible or which is not in its power to control.

16. AGREEMENT WITH THE UNITED STATES

16.1 This lease agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Gunnison County Airport.

17. NOTICES

17.1 Notices to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Matthew Birnie
County Manager
200 West Virginia Ave
Gunnison, CO 81230

and notices to the Lessee, if sent by registered mail, addressed to:

Jermaine Rodney
728 N Main St
Gunnison, CO 81230

18. SEVERABILITY

18.1 In the event any covenant, condition or provision contained in this lease agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such covenant, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this agreement, then at the option of such party, this agreement may be declared to be terminated.

19. GOVERNING LAW - BINDING AGREEMENT

19.1 This lease agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

20. ENTIRE AGREEMENT

20.1 The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by all the parties within the same formality as this agreement.

21. VENUE

21.1 Venue for any and all legal actions regarding this Retail Lease Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

22. GROSS REVENUES

22.1 In order to facilitate County compliance with federal requirements, in addition to the requirements of paragraph 4. hereof, the Lessee shall submit to the County by the 30th of each month a written report of gross revenues generated by the Lessee at the Gunnison-Crested Butte Regional Airport during the preceding month. The County shall have the right at its own expense to audit the Lessee's books and records and any portions thereof.

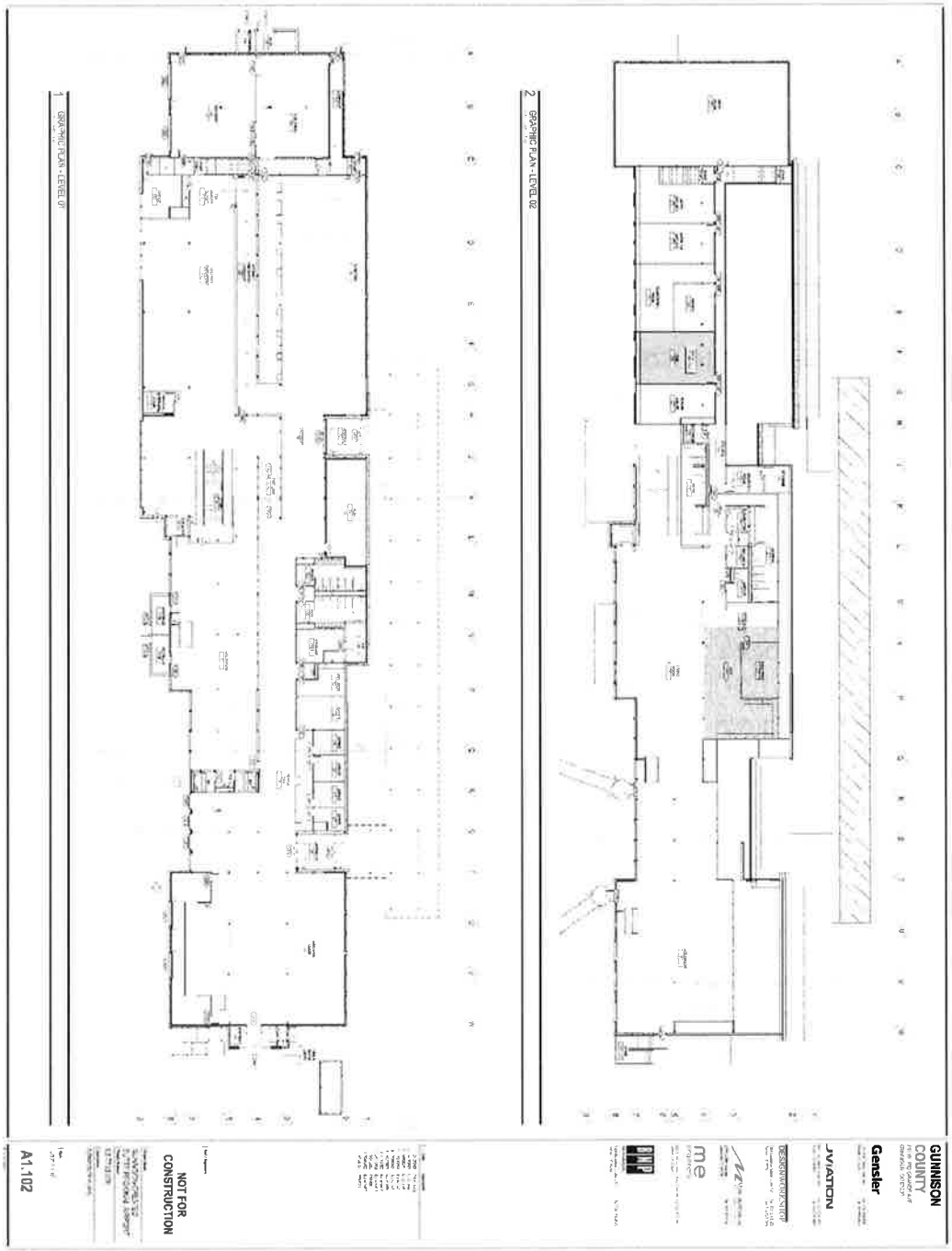
In witness whereof, the parties hereto have set their hands and seals on the day and year first set forth above.

Matthew Birnie, County Manager

Jermaine Rodney
Operator

Exhibit "A"

Airport
Second Floor Restaurant Area



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Maintenance Service Agreement; Cummins; Gunnison C

Action Requested: County Manager Signature

Parties to the Agreement: Rocky Mountain Cummins

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

Summary:

Agreement for regular maintenance for the generator at the PSC building.

Fiscal Impact: 1763.36

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

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

Comments:
Legally sufficient. SO 6/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/24/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015



Planned Equipment Maintenance Proposal to GUNNISON COUNTY

Cummins Sales and Service
Cummins.com

6/18/2024

Q-320503, Melissa Guillen,
ah267@cummins.com

To the attention of: GUNNISON COUNTY

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.
Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.
Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.
Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.
Transfer Switch & Switchgear: Cummins takes care of your whole system.
Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.
Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.
Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.
Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 1 year proposal has been customized for your equipment and operations as described here:

Customer Information:	Contact Information:	
GUNNISON COUNTY	Name:	John Hoock
510 W BIDWELL AVE, GUNNISON, Colorado, 81230-2722	Phone Number:	9706418537
	Email:	jhoock@gunnisoncounty.org

The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Information:	
Courthouse		**Manufacturer:**	Cummins Model
200 E Virgina Gunnison, Colorado 81230 United States		**Model:**	Cummins Model
Quantity:	1	**Engine Serial Number:**	
Install Date:		**Genset Serial Number:**	H990970562
Warranty Expiration Date:		**ATS Serial Number:**	
Access:	Standard		
Access Notes:			

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	1,763.36	1,763.36	
				Year 1 Total:	1,763.36	

Price of Services per Unit: USD 1,763.36
Total Price of Services: USD 1,763.36

The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Information:	
Jail		**Manufacturer:**	Cummins Model
510 Bidwell Gunnison, Colorado 81230 United States		**Model:**	Cummins Model
Quantity:	1	**Engine Serial Number:**	
Install Date:		**Genset Serial Number:**	E110212291
Warranty Expiration Date:		**ATS Serial Number:**	
Access:	Standard		
Access Notes:			

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	1,845.36	1,845.36	
				Year 1 Total:	1,845.36	

Price of Services per Unit: USD 1,845.36
Total Price of Services: USD 1,845.36

Year 1 Total:	USD 3,608.72
Total Agreement - PreTax:	USD 3,608.72

Notes:
Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.

4. This quotation assumes a 3.00% rate increase will be applied each year.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the https://www.cummins.com/regional-terms-and-conditions/powercare of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.
To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Melissa Guillen
(970) 261-5815
ah267@cummins.com
www.cummins.com

Please return signed agreement to: ah267@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-320503)	**Approval Cummins Sales & Service - Grand Junction CO**
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date:_____	Date:_____

Scope of Services

Generator
Planned Equipment Maintenance

INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER
- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM
- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM
- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM
- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES
- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS
- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS
- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH
- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)
- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)
- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS
- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE
- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

Load Bank Step/Duration Selection

Please select and specify a Load Bank Test option

OPTION #1:

We will perform the load bank test in accordance with current NFPA standards unless different specifications are listed below.

Other – Please Specify _____

OPTION #2:

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.

Other – Please Specify _____

OPTION #3:

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below.
Reading will be taken every 15 minutes, unless otherwise specified.
*If no selection is made, we will perform this option by default.

90 Minute Load Bank:
____ *Annual Load Bank Test, NFPA 110, 8.4.2.3 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 min, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes for a total run time of 1.5 continuous hours.
____ 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes, for a total of 1.5 continuous hours.
____ 80% of the EPS nameplate kW rating for a 1.5 continuous hours
____ Other – Please Specify_____

2.0 Hour Load Bank:
____ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.
____ 80% of the EPS nameplate kW rating for 2 continuous hours
____ Other – Please Specify_____

4.0 Hour Load Bank:
____ *Combined Annual and 36 Month Load Bank Test, NFPA 110, 8.4.9 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 minutes, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes. The remaining 2.5 hours the generator will be loaded to a load factor not less than 30% of the EPS kW rating for a total run time of 4 continuous hours.
____ 30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 180 minutes for a total of 4 continuous hours.
____ 80% of the EPS nameplate kW rating for 4 continuous hours
____ Other – Please Specify_____

8.0 Hour Load Bank:
_____ *80% of the EPS nameplate kW rating for entire length of test
____ Other – Please Specify_____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Commissioner Houck's Signature; Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Behavioral Health Adminstration

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

Summary:
year 2 of grant

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

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

Comments:
Legally sufficient. SO 6/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/21/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

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

Agenda Date: 7/2/2024

Revised April 2015

DocuSign Envelope ID: EC57660A-836A-44CD-B76A-3519EBFCEE2A

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 24 IBEH 183800
Contractor Gunnison County	**Amendment Contract Number** 25 IBEH 189817
Current Contract Maximum Amount Initial Term State Fiscal Year 2024 $353,819.00 Extension Terms State Fiscal Year 2025 $688,484.00 Total for All State Fiscal Years $1,042,303.00	**Contract Performance Beginning Date** September 11, 2023 **Current Contract Expiration Date** June 30, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR	STATE OF COLORADO
Jonathan Houck, Chairperson Gunnison County Commissioners	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
DocuSigned by: D9072877079D4CD... By: Jonathan Houck, Chairperson Gunnison County Commissioners	DocuSigned by: Dannette R. Smith C8461F937C9842D... By: Dannette R. Smith, Commissioner, Behavioral Health Administration
Date: 6/25/2024	Date: 6/26/2024

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:
Toni Williamson
D2A31DEB619C416...
Toni Williamson/Telly Belton / Amanda Rios

Amendment Effective Date: 6/26/2024

DocuSign Envelope ID: EC57660A-836A-44CD-B76A-3519EBFCEE2A

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

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

4. PURPOSE

The purpose of this Contract is to establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment. The purpose of this Amendment is to renew the Agreement for FY25. This Amendment reduces the FY24 budget by $198,805 for a new FY24 total of $353,819, and adds $688,484 in new funding for FY25. Additionally, this Amendment updates Exhibit A, Exhibit B, Exhibit C, Exhibit E, and Exhibit F.

5. MODIFICATIONS

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

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. **REPLACE** Exhibit A, Statement of Work, with Exhibit A-1, Statement of Work, attached and incorporated by reference.

D. **REPLACE** Exhibit B-1, Budget, with Exhibit B-2, Budget, attached and incorporated by reference.

E. **ADD** Exhibit B-3, Budget, attached and incorporated by reference.

F. **REPLACE** Exhibit C-1, Miscellaneous Provisions, with Exhibit C-2, Miscellaneous Provisions, attached and incorporated by reference.

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G. **REPLACE** Exhibit E-1, Supplemental Provisions for Federal Awards, with Exhibit E-2, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

H. **REPLACE** Exhibit F-1, SLFRF Subrecipient Provisions, with Exhibit F-2, SLFRF Subrecipient Provisions**,** attached and incorporated by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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Exhibit A-1 - Statement of Work
Criminal Justice Early Intervention Microgrants

Article 1
Purpose and Background

1.1 **Purpose**
Senate Bill (SB) 22-196 establishes the early intervention, deflection, and redirection from the criminal justice system for people with behavioral health needs. The Behavioral Health Administration (BHA) will provide grants to local governments, federally recognized Indian tribes, health-care providers, community-based organizations, and nonprofit organizations to fund programs and strategies that prevent people with behavioral health disorders from becoming involved with the criminal justice system or further penetrating into the criminal justice system and redirect individuals with behavioral health needs from the criminal justice system to appropriate community-based treatment and support services. Local law enforcement agencies are eligible for a grant solely for the purpose of developing or expanding a co-responder community response program, as defined in section C.R.S. 24-32-3501 (8).

1.2 **Background**
In response to SB 22-196, the Behavioral Health Administration (BHA) is using a Request for Application (RFA) solicitation for the "Early Intervention, deflection, and redirecting from the criminal justice system Grant Program", as established in section C.R.S. 27-60-402.(SB 22-196 Bill Text: https://leg.colorado.gov/sites/default/files/20)

Article 2
Definitions and Acronyms

Behavioral Health Administration or (BHA) means the Behavioral Health Administration established in C.R.S.27-60-203.

"Local government" means a county, municipality, city and county, or local education provider.

Statement of Work (SOW) is this exhibit describing the work to be completed by this grant program.

Article 3
Activities and Services

3.1 **Allowable Activities**: This grant program provides funding to eligible local governments, federally recognized Indian tribes, health-care providers, community-based organizations, and nonprofit organizations programs and strategies that include, but are not limited to:

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a. Supporting, creating, or expanding pre-arrest early intervention programs, including community-based alternative response programs described in SB 22-1281 and C.R.S. 24-32-3501 (8).
b. Supporting, creating, or expanding co-responder community response, as defined in SB 22-1281, and C.R.S. 24-32-3501 (8).
c. Fund enhanced staffing, facility improvements, or security measures for existing crisis walk-in centers, crisis stabilization units, mobile crisis services, or crisis respite services, as described in C.R.S. 27-60-103 (1)(b), and withdrawal management programs at facilities approved pursuant to C.R.S Article 81 of Title 27.
    i. A crisis walk-in center must use a grant award to enable the crisis walk-in center to accept all behavioral health related first responder drop-offs and provide crisis receiving and stabilization services.
    ii. Grants awarded for crisis stabilization units, mobile crisis services, crisis respite services, and withdrawal management programs must be used to provide crisis receiving and stabilization services.
d. Demonstrate the collaboration between community-based organizations and court-appointed counsel who represent indigent clients to facilitate behavioral health screening and assessment and to help clients access behavioral health and other supportive services, particularly during early stages in a criminal proceeding.
e. Exhibit comprehensive service delivery, including models where multiple partners co-locate or create new resource centers, to ensure swift connection to and receipt of social support services including, but not limited to, counseling, job placement services, housing navigation assistance and support, benefits enrollment, family counseling, substance use treatment, case management services, peer support, and other supportive services. To receive a grant for comprehensive service delivery, the applicant must demonstrate collaboration with local partners that will provide social support services as part of the comprehensive service delivery.
f. Comprehensive pre-release planning for individuals in a jail or prison with behavioral health needs, to prevent reincarceration.
g. Support, create, or expand programs to help people who have a pending municipal criminal case attend their court dates and avoid jail for non-appearance, such as through court reminders, ride assistance, or other supportive interventions. A program that operates with grant money must serve a substantial number of people with behavioral health needs.
h. Establish and operate, or fund an existing, mobile medication-assisted treatment (MAT) unit.

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i. Other innovations or programs aimed at deflecting, redirecting, or otherwise preventing people with behavioral health needs from further penetrating into the criminal justice system.
j. Provide technical assistance and capacity-building, as identified by the applicant as a component of the program, to support delivery of evidence-based or evidence-informed services along the behavioral health continuum of care.
k. Capital expenditures related to providing the treatment and services described in subsection (2) of SB 22-196.
    i. If making capital purchases, the vendor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

3.2 **Work Plan**

a. The Grant Application submitted in the RFA shall also serve as a work plan to be used along with this SOW and followed upon execution of the contract to monitor the grant project performance The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.
b. The activities and services identified in the Work Plan will be incorporated into this Contract by reference.
c. The Contractor shall meet with BHA quarterly to review progress on the work plan.
d. Communications about project progress and quality, including but not limited to meetings, emails, and onsite visits, shall be expected, and reasonably accommodated by the Contractor.
    i. The Contractor shall respond to communications within three (3) business days.

3.3 **Annual Report.** Contractor shall submit an annual report by June 15, 2024, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

3.4 **Final Report.** Contractor shall submit a final report by June 15, 2025, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us

3.5 **Quarterly Expenditures Report.** The Contractor shall provide the State with information about actual expenditures quarterly in the Expenditures Report template provided by BHA. The report is due to CDHS_BHAdeliverables@state.co.us on the last working day of the month following the end of the quarter (i.e., the last day of October, January, and April) and by July 20th to close the year (contingent upon contract renewal for following fiscal year).

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3.6 **Law Enforcement Agency Statutory Reporting.** If Contractor is the Colorado state patrol or another local law enforcement agency that employs peace officers, it must submit reports to the Division of Criminal Justice in accordance with C.R.S. 24-31-903(2).

3.7 **Grant Reporting**. Each grant recipient shall submit a report to the BHA following the expiration of the grant term. The report must include:

a. Information about the use of the grant award, including the program operated with the grant award and the number of individuals the program diverted or redirected from the criminal justice system.
b. The number of individuals served through the program who may have come into contact with the criminal justice system.
c. The number of individuals referred by the program to treatment; and
d. Whether the recipient is continuing the program and any other information requested by the state department.

3.8 **Reporting Requirements**. Each grant recipient shall comply with the compliance, reporting, record-keeping, and program evaluation requirements established by the office of state planning and budgeting and the state controller in accordance with C.R.S. 24-75-226(5).

Article 4
Minimum Qualifications

4.1 Services must be provided at appropriate BHA-licensed facilities or by individuals holding, or under the supervision of those holding, the appropriate licenses for the level of care (e.g., Licensed Professional Counselor (LPC), Licensed Addiction Counselor (LAC), Licensed Clinical Social Worker(LCSW)), and any other applicable license needed to practice psychotherapy in the state of Colorado. Licensing protocols must be discussed with the program manager and are subject to approval by BHA.

4.2 Contractor shall ensure that subcontractors will use accepted, industry standard, evidence-based assessments, which are necessary and appropriate to their program, to accurately assess each client for the appropriate level of care and services.

Article 5
Deliverables

5.1 **Criteria for Acceptance of Deliverables**

a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.

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c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 **Deliverables Table**

Deadline	**Article where Assigned**	**Deliverable (emailed to cdhs_BHAdeliverables@state.co.us)**
Within ten (10) days following each quarter ended September, December, March, and June	SOW, Article 6	State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report
June 15, 2024	SOW, Article 3.3	Annual Report
June 15, 2025	SOW, Article 3.4	Final Report

**Deadlines can be changed administratively.

Article 6
Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.

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Article 7
Capital Project Requirements

7.1 If making capital purchases, the Contractor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

a. Contractor may obtain, or renovate a facility to house the programming, or purchase capital assets under this grant if included in the approved budget.
b. For capital projects or investments exceeding $50,000, Contractor shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract / amendment execution initiating this work by email to cdhs_BHAdeliverables@state.co.us.
c. Contractor shall coordinate monthly progress calls with the BHA Program Manager regarding the project management timeline and any barriers to completing the project on-time.
d. Contractor shall notify BHA Program Manager when the capital project is delayed from the agreed upon project work plan. Contractor must receive approval for initiating next steps with a delayed project work plan. Contract must also revise and receive approval for the work plan to accommodate the change in schedule.
e. Contractor agrees to allow BHA to conduct site visits as necessary.
f. At the end of each state fiscal year, and at final closeout, the contractor shall provide a property inventory report, in a format provided by BHA, within 30 days by email to cdhs_BHAdeliverables@state.co.us.
g. Contractor shall provide proof of acceptance and/or operability of the capital investment prior to receipt of final payment for capital item.
h. During the period of performance, a subrecipient may use property, supplies, or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.
i. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.
j. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.
k. If an asset's use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.
l. If an asset's use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items

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with a per unit fair market value of $5,000 or more at time of disposition.

m. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

n. The Contractor shall maintain property records for the duration of the award and at minimum three (5) years after final report which at a minimum include:
    i. a description of the property
    ii. a serial number or other identification number
    iii. the source of funding for the property (including the FAIN)
    iv. who holds title
    v. the acquisition date(s)
    vi. cost of the property
    vii. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.
    viii. the location, use and condition of the property.
    ix. Any ultimate disposition data including the date of disposal and sale price of the property.

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COLORADO
Behavioral Health Administration

EXHIBIT B-2, FY24 ANNUAL BUDGET

Capacity Budget Template			
BHA Program	SB22-196 Criminal Justice Early Intervention Grant		
Contact Information			
Agency Name	Gunnison County	**Program Contact Name, Title**	Kari Commerford, Director of Juvenile Services
		Phone	970-642-7393
		Email	kcommerford@gunnisoncounty.org
Budget Period	**09/11/2023 - 06/30/2024**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Juvenile Service/Criminal Justice	**Date Completed**	12/28/2022

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					**Annual Budget**
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
Director	The Director of Juvenile Services will ensure program implementation, reporting and sustainability of programming	$ 135,000.00	$15.00	8%	$ 10,801.20
					$ -
					$ -
Personnel Services-Hourly Employees					**Annual Budget**
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**	**Total Amount Requested from BHA**
Bi-lingual Early Intervetion Case Manager	Bi-lingual early intervention case manager will provide direct services to youth who are diverted from the criminal justice system and will provide screening, assessment, connection to community support and mental health services and partnership with the school to increase attendance and decrease school-behavioral incidents.30hrs.wk	$ 32.00	$8.00	800.00	$ 32,000.00
Restorative Justice Lead	The Restorative Justice will facilitate the Restorative Process with individuals involved in the Diversion program, school based restorative needs, and community referred restorative needs. 20hrs. Wk.	$ 32.00	$8.00	600.00	$ 24,000.00

Early Intervention Program Manager	The Early Intervention Program Manager will programatically manage with Bi-lingual Early Intervention program manager and Restorative Justice/Wraparound Lead and will Coordinate the Creative Solutions problem solving team for youth in conflict. 8 hrs. wk	$ 48.00	$10.00	280.00	$ 16,240.00
Case Manager	Case Management to support youth in conflict – position description and job related duties will be specified by the Creative Solutions team. This position will serve youth and families who do not reach the leave of child protection involvement and are not willingly participating in the Family Advocacy Support Team or Wraparound Services.	$ 35.00	$5.00	200.00	$ 8,000.00
					$ -
					$ -
				Total Personnel Services (including fringe benefits)	**$ 91,041.20**

Client Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Client Testing	Cost of drug testing for baseline analysis and one additional test per diversion program. 1 youth served.	$ 50.00	1	$ 50.00
				$ -
			Total Client Costs	**$ 50.00**

Contract/Consultants Services (Subawards & Subcontracts)				**Annual Budget**
Name	**Description of Work**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Gunnison Valley Mentors - Plus Mentor	Plus Mentoring will be offerred to youth who are identified as high need for increased protective factors due to risk of multi-system involvement, youth in conflict or adverse childhood experiences.	$ 30.00	2080	$ 62,400.00
Willow Bay Counseling - Psychoeducation	Psychoeducation for individuals and families who are at a higher need for services beyone the Restorative process and those involved in the Juvenile Services department to address mental health needs and divert from the criminal justice system 4 session per youth for 10 youth	$ 100.00	10	$ 1,000.00
Mobile Crisis -Peer	Peers to support mobile crisis and legislative changes (30 hours a week)	$ 42.00	1200	$ 50,400.00
				$ -
				$ -
			Total Contract Services	**$ 113,800.00**

Occupancy				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Janitorial Services	Janitoral Services for the Juvenile Services Department "Blue House" to serve youth in a truama-informed way - services will be provided outside of the Gunnison County Courthouse.	$ 425.00	9	$ 3,825.00
				$ -
			Total Occupancy	**$ 3,825.00**

Operating				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Law Enforcement support moblie crisis	Updated Motorolla hand held radios for Gunnison Sherrif , Police department and Dispatch to increase communication to moblie crisis and increase safety for officers and community.	$ 4,500.00	20	$ 90,000.00
Telephone	$35 per month for 2 staff for hand held device - no office phones. $420/annual x 2	$ 420.00	1	$ 420.00
Computer	$2,500 annual cost for computer and IT services for 2 computers	$ 1,500.00	2	$ 3,000.00

Mileage	In-state travel for local, regional and state meetings to address the behavioral health needs of individuals involved in the criminal justice system and to diveret individuals from the criminal justice system. 200mi/month	$ 0.55	5000	$ 2,750.00
Training Costs	Costs to cover community member training cost for foster care certificiation, Trust Based Relational Intervention, Restorative Practices and Trauma-informed Care or youth specific training. 5 community members	$ 2,500.00	3	$ 7,500.00
Facilitator	Cost to cover creative solutions facilitator - travel, per diem and consulting fee 2 meetings @ $5,000 each	$ 10,000.00	1	$ 10,000.00
988 Crisis line	Funds to cover the cost for law enforcement and emergency services to add 988 crisis services of vehicles	$ 35,000.00	0	$ -
				$ -
				$ -
			Total Operating	**$ 113,670.00**

Depreciation/Amortization		**Annual Budget**
Item	**Description of Item**	**Total Amount Requested from BHA**
	Total Depreciation/Amortization	**$ -**

Professional Fees				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
				$ -
			Total Professional Fees	**$ -**

Capital Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Trauma informed space	Funds to increase juvenile services capacity to serve youth in a space outside of the courthouse. Cost to update garage and basement and first floor level of the building to support youth services	$ 26,007.00	1	$ 26,007.00
				$ -
				$ -
			Total Capital Costs	**$ 26,007.00**
			TOTAL DIRECT COSTS (TDC)	**$ 348,393.20**

Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200	
Subaward in excess of $25,000	$ 77,920.00
Rent	
Equipment (over $5000)	
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 30,000.00
Total Expenses per OMB 2CFR § 200	**$ 107,920.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 240,473.20**

Indirect Costs			**Annual Budget**
Item	**Description of Item**	**Percentage**	**Total Amount Requested from BHA**
10% De Minmis Rate	Indirect costs cover general administrative and operations and maintenance	10%	$ 24,047.32
		Total Indirect	$ 24,047.32

Exhibit B-2

Grand Total Expenses	**$ 372,441.00**

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award	SELECT YOUR MATCH AMOUNT
large org.	$20,000,000 or more	5%	
small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED	**$ 18,622.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters *valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	$ 18,622.00
Local Funds/Accrual	
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
Total Contracts and Grants	$ 18,622.00
Grand Total Revenue Offset	$ 18,622.00
Net Cost	**$ 353,819.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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COLORADO
Behavioral Health Administration

EXHIBIT B-3, FY25 ANNUAL BUDGET

Capacity Budget Template			
BHA Program	SB22-196 Criminal Justice Early Intervention Grant		
Contact Information			
Agency Name	Gunnison County	**Program Contact Name, Title**	Kari Commerford, Director of Juvenile Services
		Phone	970-642-7393
		Email	kcommerford@gunnisoncounty.org
Budget Period	**07/01/2024 - 6/30/2025**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Juvenile Service/Criminal Justice	**Date Completed**	05/25/2023

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					**Annual Budget**
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
Director	The Director of Juvenile Services will ensure program implementation, reporting and sustainability of programming	$ 136,000.00	$15.00	10%	$ 13,601.50
					$ -
					$ -
Personnel Services-Hourly Employees					**Annual Budget**
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**	**Total Amount Requested from BHA**
Bi-lingual Early Intervetion Case Manager	Bi-lingual early intervention case manager will provide direct services to youth who are diverted from the criminal justice system and will provide screening, assessment, connection to community support and mental health services and partnership with the school to increase attendance and decrease school-behavioral incidents.40hrs.wk	$ 33.00	$8.00	2080.00	$ 85,280.00
Restorative Justice Lead	The Restorative Justice will facilitate the Restorative Process with individuals involved in the Diversion program, school based restorative needs, and community referred restorative needs. 40hrs. Wk.	$ 33.00	$8.00	2080.00	$ 85,280.00

Early Intervention Program Manager	The Early Intervention Program Manager will programatically manage with Bi-lingual Early Intervention program manager and Restorative Justice/Wraparound Lead and will Coordinate the Creative Solutions problem solving team for youth in conflict. 8 hrs. wk	$ 47.00	$12.00	624.00	$ 36,816.00
Case Manager	Case Management to support youth in conflict – position description and job related duties will be specified by the Creative Solutions team. This position will serve youth and families who do not reach the leave of child protection involvement and are not willingly participating in the Family Advocacy Support Team or Wraparound Services.	$ 35.00	$5.00	1040.00	$ 41,600.00
					$ -
				Total Personnel Services (including fringe benefits)	**$ 262,577.50**

Client Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Client Testing	Cost of drug testing for baseline analysis and one additional test per diversion program. 8 youth served.	$ 50.00	4	$ 200.00
				$ -
				$ -
			Total Client Costs	**$ 200.00**

Contract/Consultants Services (Subawards & Subcontracts)				**Annual Budget**
Name	**Description of Work**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Gunnison Valley Mentors - Plus Mentor	Plus Mentoring will be offerred to youth who are identified as high need for increased protective factors due to risk of multi-system involvement, youth in conflict or adverse childhood experiences.	$ 32.00	2080	$ 66,560.00
Willow Bay Counseling - Psychoeducation	Psychoeducation for individuals and families who are at a higher need for services beyone the Restorative process and those involved in the Juvenile Services department to address mental health needs and divert from the criminal justice system 4 session per youth for 10 youth	$ 100.00	60	$ 6,000.00
Mobile Crisis -Peer	Peers to support mobile crisis and legislative changes (30 hours a week)	$ 45.00	1560	$ 70,200.00
Parent Support	Funds to support parent groups for divorced and criminal justice involved parents	$ 1,200.00	6	$ 7,200.00
Restorative Justice	Funds to support Restorative Justice lead implement services into the school and youth services systems	$ 35,000.00	1	$ 35,000.00
				$ -
				$ -
			Total Contract Services	**$ 184,960.00**

Occupancy				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Janitorial Services	Janitoral Services for the Juvenile Services Department "Blue House" to serve youth in a truama-informed way - services will be provided outside of the Gunnison County Courthouse.	$ 425.00	12	$ 5,100.00
				$ -
				$ -
			Total Occupancy	**$ 5,100.00**

Operating	**Annual Budget**

Exhibit B-3

Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Law Enforcement support moblie crisis	Updated Motorolla hand held radios for Gunnison Sherrif , Police department and Dispatch to increase communication to moblie crisis and increase safety for officers and community.	$ 4,500.00	20	$ 90,000.00
Telephone	$35 per month for 2 staff for hand held device - no office phones. $420/annual x 2	$ 210.00	2	$ 420.00
Computer	$2,500 annual cost for computer and IT services for 2 computers	$ 2,500.00	2	$ 5,000.00
Training Costs	Costs to cover community member training cost for foster care certificiation, Trust Based Relational Intervention, Restorative Practices and Trauma-informed Care or other trainings approved by leadership team	$ 2,500.00	6	$ 15,000.00
Travel	Learning communities travel for 2 employees - 1 community for 2024-2025 for 3 days. $300 lodginig x3x2 = $1,800; Per diem and incidentals $200x2x3 = $1,200 = $3,000	$ 3,000.00	1	$ 3,000.00
988 crisis line	vehicle wrap for law enforcement	$ 26,449.00	1	$ 26,449.00
				$ -
			Total Operating	$ 139,869.00

Depreciation/Amortization			Annual Budget
Item	Description of Item		Total Amount Requested from BHA
		Total Depreciation/Amortization	$ -

Professional Fees				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				$ -
				$ -
			Total Professional Fees	$ -

Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Rennovations	Funds to support renovations for Behavioral Health services to be co-located at the old library location. This space will provide ease of access for basic need support for individuals with behavioral health needs. This will also allow for Grasp, GCSAPP and the Health Coalition to meet	$ 73,500.00	1	$ 73,500.00
Rennovations	Trauma informed spaces	$ 5,469.00	1	$ 5,469.00
				$ -
			Total Capital Costs	$ 78,969.00
			TOTAL DIRECT COSTS (TDC)	$ 671,675.50

Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200	
Subaward in excess of $25,000	$ 51,660.00
Rent	
Equipment (over $5000)	
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 89,565.50
Total Expenses per OMB 2CFR § 200	$ 141,226.00
MODIFIED TOTAL DIRECT COSTS (MTDC)	$ 530,449.50

Indirect Costs			Annual Budget
Item	Description of Item	Percentage	Total Amount Requested from BHA

10% De Minmis Rate	Indirect costs cover general administrative and operations and maintenance	10%	$	53,044.95
		Total Indirect	$	53,044.95
		Grand Total Expenses	**$**	**724,720.00**

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award	SELECT YOUR MATCH AMOUNT
large org.	$20,000,000 or more	5%	
small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED **$ 36,236.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters *valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	$ 36,236.00
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
Total Contracts and Grants	$ 36,236.00
Grand Total Revenue Offset	$ 36,236.00
Net Cost	**$ 688,484.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C-2
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP IBEH 2023*168 and with Contractor's solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
    a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency,

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Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.

b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

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new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
4. A copy of this Contract and all its terms and conditions.

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

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III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to ten percent (10%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than 45 days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30 which require revisions must be final by September 10 or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to the State.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT **E-2** - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: **Gunnison County;**
   ii. Subrecipient Unique Entity ID number: **Q2BFB8KQ3JQ9**;
   iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**;
   iv. The Federal award date is **May 18, 2021**;
   v. The subaward period of performance start date is **9/11/2023** and end date is **6/30/2025**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	**$353,819.00**	**$353,819.00**	**$353,819.00**
FY25 ARPA	**$688,484.00**	**$688,484.00**	**$688,484.00**

   vii. Federal award project description: **to establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment.)**;
   viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS);
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027, name is Coronavirus State and Local Fiscal Recovery Funds, and dollar amount is $3,828,761,790**;
   x. This award **is not** for research & development;
   xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F**.

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3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
4) Subrecipient's approved indirect cost rate is **10%**
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **N/A**.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds**

If a box below is checked, the accompanying provision applies.

i. ☐ Subrecipient is not required to provide matching funds.

ii. X Subrecipient shall provide matching funds as stated in **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

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1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

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

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

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Unique Entity ID number" or "UEI" is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);

1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

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1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

1.1.14. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

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1.1.19. "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.1.21.4. Change in present value of defined benefit and actuarial pension plans;

1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

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

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

4. TOTAL COMPENSATION.

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

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

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

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

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

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6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient UEI Number;

7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization UEI Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.1.2.1. Subrecipient's UEI Number as registered in SAM.

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

8. PROCUREMENT STANDARDS.

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

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

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

10.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

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

11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

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11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

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

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

EXHIBIT END

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT F-2 - SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to

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update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI300	**FY24** Criminal Justice Intervention, Detection & Redirection Grant Program	1.14 Other Public Health Services	**$353,819.00**
PHI300	**FY25** Criminal Justice Intervention, Detection & Redirection Grant Program	1.14 Other Public Health Services	**$688,484.00**
Total			**$1,042,303.00**

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

3.1. Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

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APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

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2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

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2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE.

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

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. TOTAL COMPENSATION.

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

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1.Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs

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b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

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Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and

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ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the

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minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.1. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.1.1. Subrecipient UEI;

8.1.1.2. Subrecipient UEI if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization UEI;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.2.1. Subrecipient's UEI as registered in SAM.

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

8.1.2.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.2.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.2.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.2.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction

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and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.2.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.2.7.1. For projects over $10 million:

8.1.2.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.2.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f)

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of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.2.7.1.3. Whether the project prioritizes local hires.

8.1.2.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.3. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. Procurement Standards.

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

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

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

10. Access to Records.

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

11. Single Audit Requirements.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Grant Provisions for Subrecipient Agreements.

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

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

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12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. Certifications.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

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

14. Exemptions.

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

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

EVENT OF DEFAULT AND TERMINATION.

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

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

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

14.4.2 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

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

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14.4.4 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Jonathan Houck Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature: DocuSigned by: D9072877079D4CD... 6/25/2024

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds
   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by

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Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:
      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R.

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Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remidial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections

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602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

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16. Protections for Whistleblowers
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF

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1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance,

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including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:	Grant Agreement No:

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Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____
Grantee Date

_____ _____
State Agency Grant Manager Date

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 24 IBEH 183800	**eClearance#:** 2309117
State Agency Colorado Department of Human Services Behavioral Health Administration	**Contractor** Gunnison County Contractor's State of Incorporation: **Colorado**
Contract Maximum Amount Initial Term State Fiscal Year 2024 $721,511.00 Extension Terms None Maximum Amount for All Fiscal Years $721,511.00	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2023 **Initial Contract Expiration Date** June 30, 2024 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: American Rescue Plan Act Grant, C.F.D.A. 21.027	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. 27-60-402. Law-Specified Vendor Statute (if any): NA Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): IBEH 2023000168
State Representative Stephen Peng, Chief Financial Officer Behavioral Health Administration 701 S. Ash Street, Unit C140, Denver, CO 80246 303-874-8532 | stephen.peng@state.co.us	**Contractor Representative** Perry Solheim, Chief Financial Officer Gunnison County 200 E. Virginia Ave., Gunnison, CO 81230 970-641-2203 | psolheim@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhbiit B - Budget
Exhibit C - Miscellaneous Provisions
Exhibit D - HIPAA Business Associates Addendum / QSOA
Exhibit E - Supplemental Provisions for Federal Awards
Exhibit F - SLFRF Subrecipient Provisions Exhibit - CDHS

Contract Purpose
To establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment.

Signature Page Begins On Next Page

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Jonathan Houck, Chairperson Gunnision County Commissioners	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
By: Jonathan Houck, Chairperson Gunnison County Commissioners	DocuSigned by: Michelle Barnes 44E9E443866A493... By: Michelle Barnes, Interim Commissioner, Behavioral Health Administration
Date: 9-5-2023	Date: 9/11/2023
2nd State or Contractor Signature if Needed	**LEGAL REVIEW** Philip J. Weiser, Attorney General
By: Name & Title of Person Signing for Signatory	By: _____ Assistant Attorney General
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Toni Williamson D2A31DEB619C416...
Andrea Eurich/Toni Williamson

Effective Date: 9/11/2023

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day 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 as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

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

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

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

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

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

I. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. "Extension Term" means the time period defined in §2.C.

M. "Goods" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "Initial Term" means the time period defined in §2.B.

P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

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

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

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

T. "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.

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

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

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

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

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

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

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform

such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or

destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT

LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

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 Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to 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 to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

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

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,

confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. Additional Insured

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

I. Primacy of Coverage

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

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

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

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 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 section.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

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

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by

the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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.

iii. Assignments and Assistance

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. 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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).
ii. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,

C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, 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 Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

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

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements

between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and

will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

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

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

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

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

SAMPLE OPTION LETTER (IF APPLICABLE)

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A - Statement of Work
Criminal Justice Early Intervention Microgrants

Article 1
Purpose and Background

1.1 **Purpose**
Senate Bill (SB) 22-196 establishes the early intervention, deflection, and redirection from the criminal justice system for people with behavioral health needs. The Behavioral Health Administration (BHA) will provide grants to local governments, federally recognized Indian tribes, health-care providers, community-based organizations, and nonprofit organizations to fund programs and strategies that prevent people with behavioral health disorders from becoming involved with the criminal justice system or further penetrating into the criminal justice system and redirect individuals with behavioral health needs from the criminal justice system to appropriate community-based treatment and support services. Local law enforcement agencies are eligible for a grant solely for the purpose of developing or expanding a co-responder community response program, as defined in section C.R.S. 24-32-3501 (8).

1.2 **Background**
In response to SB 22-196, the Behavioral Health Administration (BHA) is using a Request for Application (RFA) solicitation for the "Early Intervention, deflection, and redirecting from the criminal justice system Grant Program", as established in section C.R.S. 27-60-402.(SB 22-196 Bill Text: https://leg.colorado.gov/sites/default/files/20)

Article 2
Definitions and Acronyms

Behavioral Health Administration or (BHA) means the Behavioral Health Administration established in C.R.S.27-60-203.

"Local government" means a county, municipality, city and county, or local education provider.

Statement of Work **(SOW)**

Article 3
Activities and Services

3.1 **Allowable Activities**: This grant program provides funding to eligible local governments, federally recognized Indian tribes, health-care providers, community-based organizations, and nonprofit organizations programs and strategies that include, but are not limited to:

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a. Supporting, creating, or expanding pre-arrest early intervention programs, including community-based alternative response programs described in SB 22-1281 and C.R.S. 24-32-3501 (8).
b. Supporting, creating, or expanding co-responder community response, as defined in SB 22-1281, and C.R.S. 24-32-3501 (8).
c. Fund enhanced staffing, facility improvements, or security measures for existing crisis walk-in centers, crisis stabilization units, mobile crisis services, or crisis respite services, as described in C.R.S. 27-60-103 (1)(b), and withdrawal management programs at facilities approved pursuant to C.R.S Article 81 of Title 27.
    i. A crisis walk-in center must use a grant award to enable the crisis walk-in center to accept all behavioral health related first responder drop-offs and provide crisis receiving and stabilization services.
    ii. Grants awarded for crisis stabilization units, mobile crisis services, crisis respite services, and withdrawal management programs must be used to provide crisis receiving and stabilization services.
d. Demonstrate the collaboration between community-based organizations and court-appointed counsel who represent indigent clients to facilitate behavioral health screening and assessment and to help clients access behavioral health and other supportive services, particularly during early stages in a criminal proceeding.
e. Exhibit comprehensive service delivery, including models where multiple partners co-locate or create new resource centers, to ensure swift connection to and receipt of social support services including, but not limited to, counseling, job placement services, housing navigation assistance and support, benefits enrollment, family counseling, substance use treatment, case management services, peer support, and other supportive services. To receive a grant for comprehensive service delivery, the applicant must demonstrate collaboration with local partners that will provide social support services as part of the comprehensive service delivery.
f. Comprehensive pre-release planning for individuals in a jail or prison with behavioral health needs, to prevent reincarceration.
g. Support, create, or expand programs to help people who have a pending municipal criminal case attend their court dates and avoid jail for non-appearance, such as through court reminders, ride assistance, or other supportive interventions. A program that operates with grant money must serve a substantial number of people with behavioral health needs.
h. Establish and operate, or fund an existing, mobile medication-assisted treatment (MAT) unit.

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i. Other innovations or programs aimed at deflecting, redirecting, or otherwise preventing people with behavioral health needs from further penetrating into the criminal justice system.
j. Provide technical assistance and capacity-building, as identified by the applicant as a component of the program, to support delivery of evidence-based or evidence-informed services along the behavioral health continuum of care.
k. Capital expenditures related to providing the treatment and services described in subsection (2) of SB 22-196.
    i. If making capital purchases, the vendor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

3.2 **Work Plan**

a. The Grant Application submitted in the RFA shall also serve as a work plan to be used along with this SOW and followed upon execution of the contract to monitor the grant project performance The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.
b. The activities and services identified in the Work Plan will be incorporated into this Contract by reference.
c. The Contractor shall meet with BHA quarterly to review progress on the work plan.
d. Communications about project progress and quality, including but not limited to meetings, emails, and onsite visits, shall be expected, and reasonably accommodated by the Contractor.
    i. The Contractor shall respond to communications within three (3) business days.

3.3 **Annual Report.** Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

3.4 **Final Report.** Contractor shall submit an annual report by December 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us

3.5 **Quarterly Expenditures Report.** The Contractor shall provide the State with information about actual expenditures quarterly in the Expenditures Report template provided by BHA. The report is due to CDHS_BHAdeliverables@state.co.us on the last working day of the month following the end of the quarter (i.e., the last day of October, January, and April) and by July 20th to close the year (contingent upon contract renewal for following fiscal year).

3.6 **Law Enforcement Agency Statutory Reporting.** If Contractor is the Colorado state patrol or another local law enforcement agency that employs peace officers, it must submit reports to

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the Division of Criminal Justice in accordance with C.R.S. 24-31-903(2).

Each grant recipient shall submit a report to the BHA following the expiration of the grant term. The report must include:

a. Information about the use of the grant award, including the program operated with the grant award and the number of individuals the program diverted or redirected from the criminal justice system.
b. The number of individuals served through the program who may have come into contact with the criminal justice system.
c. The number of individuals referred by the program to treatment; and
d. Whether the recipient is continuing the program and any other information requested by the state department.

Each grant recipient shall comply with the compliance, reporting, record-keeping, and program evaluation requirements established by the office of state planning and budgeting and the state controller in accordance with C.R.S. 24-75-226 (5).

Article 4
Minimum Qualifications

4.1 Contractor shall contract with BHA licensed facilities and/ or Licensed individuals, (i.e., Licensed Professional Counselor (LPC), Licensed Addiction Counselor (LAC), Licensed Clinical Social Worker(LCSW)), and any other applicable license to practice psychotherapy in the state of Colorado.

4.2 Contractor shall assure that subcontractors will use the Standardized Offender Assessment-Revised (SOA-R) to accurately assess each client for the most appropriate level of care.

Article 5
Deliverables

5.1 Criteria for Acceptance of Deliverables

a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.
c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

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5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 **Deliverables Table**

Deadline	***Article where Assigned***	***Deliverable (emailed to cdhs_BHAdeliverables@state.co.us)***
Within ten (10) days following each quarter ended September, December, March, and June	SOW, Article 6	State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report
June 15, 2024	SOW, Article 3.3	Annual Report
December 15, 2024	SOW, Article 3.4	Final Report

*Deadlines occurring after June 30, 2024, are contingent upon contract renewal.
**Deadlines can be changed administratively.

Article 6
Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.

Article 7
Capital Project Requirements

7.1 If making capital purchases, the Contractor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

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a. Contractor may obtain, or renovate a facility to house the programming, or purchase capital assets under this grant if included in the approved budget.
b. For capital projects or investments exceeding $50,000, Contractor shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract / amendment execution initiating this work by email to cdhs_BHAdeliverables@state.co.us.
c. Contractor shall coordinate monthly progress calls with the BHA Program Manager regarding the project management timeline and any barriers to completing the project on-time.
d. Contractor shall notify BHA Program Manager when the capital project is delayed from the agreed upon project work plan. Contractor must receive approval for initiating next steps with a delayed project work plan. Contract must also revise and receive approval for the work plan to accommodate the change in schedule.
e. Contractor agrees to allow BHA to conduct site visits as necessary.
f. At the end of each state fiscal year, and at final closeout, the contractor shall provide a property inventory report, in a format provided by BHA, within 30 days by email to cdhs_BHAdeliverables@state.co.us.
g. Contractor shall provide proof of acceptance and/or operability of the capital investment prior to receipt of final payment for capital item.
h. During the period of performance, a subrecipient may use property, supplies, or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.
i. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.
j. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.
k. If an asset's use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.
l. If an asset's use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items with a per unit fair market value of $5,000 or more at time of disposition.
m. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

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n. The Contractor shall maintain property records for the duration of the award and at minimum three (5) years after final report which at a minimum include:
    i. a description of the property
    ii. a serial number or other identification number
    iii. the source of funding for the property (including the FAIN)
    iv. who holds title
    v. the acquisition date(s)
    vi. cost of the property
    vii. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.
    viii. the location, use and condition of the property.
    ix. Any ultimate disposition data including the date of disposal and sale price of the property.

COLORADO
Behavioral Health Administration

EXHIBIT B, FY24 ANNUAL BUDGET

Capacity Budget Template			
BHA Program	SB22-196 CRIMINAL JUSTICE EARLY INTERVENTION GRANT		
Contact Information			
Agency Name	Gunnison County	**Program Contact Name, Title**	Kari Commerford, Director of Juvenile Services
		Phone	970-642-7393
		Email	kcommerford@gunnisoncounty.org
Budget Period	**07/01/2023 - 06/30/2024**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Juvenile Services/Criminal Justice	**Date Completed**	12/28/2022

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES

Personnel Services: Salary/Benefits					Annual Budget
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
Director	The Director of Juvenile Services will ensure program implementation, reporting and sustainability of programming	$ 125,630.00	$15.00	10%	$ 12,564.50
Personnel Services-Hourly Employees					**Annual Budget**
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**	**Total Amount Requested from BHA**
Bi-lingual Early Intervetion Case Manager	Bi-lingual early intervention case manager will provide direct services to youth who are diverted from the criminal justice system and will provide screening, assessment, connection to community support and mental health services and partnership with the school to increase attendance and decrease school-behavioral incidents.30hrs.wk	$ 32.00	$8.00	1560.00	$ 62,400.00
Restorative Justice Lead	The Restorative Justice will facilitate the Restorative Process with individuals involved in the Diversion program, school based restorative needs, and community referred restorative needs. 20hrs. Wk.	$ 32.00	$8.00	1040.00	$ 41,600.00

Early Intervention Program Manager	The Early Intervention Program Manager will programatically manage with Bi-lingual Early Intervention program manager and Restorative Justice/Wraparound Lead and will Coordinate the Creative Solutions problem solving team for youth in conflict. 8 hrs. wk	$ 48.00	$10.00	520.00	$ 30,160.00
Case Manager	Case Management to support youth in conflict – position description and job related duties will be specified by the Creative Solutions team. This position will serve youth and families who do not reach the leave of child protection involvement and are not willingly participating in the Family Advocacy Support Team or Wraparound Services.	$ 30.00	$5.00	1040.00	$ 36,400.00
				Total Personnel Services (including fringe benefits)	**$ 183,124.50**
Client Costs					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Total Amount Requested from BHA**
Client Testing	Cost of drug testing for baseline analysis and one additional test per diversion program. 8 youth served.		$ 50.00	8	$ 400.00
				Total Client Costs	**$ 400.00**
Contract/Consultants Services (Subawards & Subcontracts)					**Annual Budget**
Name	**Description of Work**		**Rate**	**Quantity**	**Total Amount Requested from BHA**
Gunnison Valley Mentors - Plus Mentor	Plus Mentoring will be offerred to youth who are identified as high need for increased protective factors due to risk of multi-system involvement, youth in conflict or adverse childhood experiences.		$ 30.00	2080	$ 62,400.00
Willow Bay Counseling - Psychoeducation	Psychoeducation for individuals and families who are at a higher need for services beyone the Restorative process and those involved in the Juvenile Services department to address mental health needs and divert from the criminal justice system 4 session per youth for 10 youth		$ 100.00	40	$ 4,000.00
Mobile Crisis -Peer	Peers to support mobile crisis and legislative changes (30 hours a week)		$ 42.00	1560	$ 65,520.00
				Total Contract Services	**$ 131,920.00**
Occupancy					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Total Amount Requested from BHA**
Janitorial Services	Janitoral Services for the Juvenile Services Department "Blue House" to serve youth in a truama-informed way - services will be provided outside of the Gunnison County Courthouse.		$ 425.00	12	$ 5,100.00
				Total Occupancy	**$ 5,100.00**
Operating					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Total Amount Requested from BHA**
Law Enforcement support moblie crisis	Updated Motorolla hand held radios for Gunnison Sherrif , Police department and Dispatch to increase communication to moblie crisis and increase safety for officers and community.		$ 4,500.00	52	$ 234,000.00
Telephone	$35 per month for 2 staff for hand held device - no office phones. $420/annual x 2		$ 420.00	2	$ 840.00

Computer	$2,500 annual cost for computer and IT services for 2 computers	$ 2,500.00	2	$ 5,000.00
Mileage	In-state travel for local, regional and state meetings to address the behavioral health needs of individuals involved in the criminal justice system and to diveret individuals from the criminal justice system. 200mi/month	$ 0.55	5000	$ 2,750.00
Training Costs	Costs to cover community member training cost for foster care certificiation, Trust Based Relational Intervention, Restorative Practices and Trauma-informed Care or youth specific training. 5 community members	$ 2,500.00	7	$ 17,500.00
Facilitator	Cost to cover creative solutions facilitator - travel, per diem and consulting fee 3 meetings @ $5,000 each	$ 15,960.50	1	$ 15,960.50
988 Crisis line	Funds to cover the cost for law enforcement and emergency services to add 988 crisis services of vehicles	$ 35,000.00	1	$ 35,000.00
			Total Operating	**$ 311,050.50**

Capital Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Renovations	Funds to support renovations for Behavioral Health services to be co-located at the old library location. This space will provide ease of access for basic need support for individuals with behavioral health needs. This will also allow for Grasp, GCSAPP and the Health Coalition to meet	$ 89,565.50	1	$ 89,565.50
Trauma informed space	Funds to increase juvenile services capacity to serve youth in a space outside of the courthouse. Cost to update garage and basement and first floor level of the building to support youth services	$ 30,000.00	1	$ 30,000.00
			Total Capital Costs	**$ 119,565.50**
			TOTAL DIRECT COSTS (TDC)	**$ 751,160.50**

Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200	
Subaward in excess of $25,000	$ 77,920.00
Rent	
Equipment (over $5000)	
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 119,565.50
Total Expenses per OMB 2CFR § 200	**$ 197,486.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 553,674.50**

Indirect Costs			**Annual Budget**
Item	**Description of Item**	**Percentage**	**Total Amount Requested from BHA**
Indirect Costs	10% indirect	10%	$ 55,367.45
		Total Indirect	$ 55,367.45
		Grand Total Expenses	**$ 806,528.00**

Match Requirement Chart: Size of Organization & Award amount			
Match Requirement	**Organization Annual Budget Size**	**Percentage Match Requirement on grant award**	**SELECT YOUR MATCH AMOUNT**
large org.	$20,000,000 or more	5%	

small	less than $20,000,000	2.5%		5.0%
Award of $50,000 or less	any size	0%		

MATCH AMOUNT REQUIRED **$ 40,326.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters *valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	$ 35,030.00
Local Funds/Accrual	$ 49,987.00
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
Total Contracts and Grants	$ 85,017.00
Grand Total Revenue Offset	$ 85,017.00
Net Cost	**$ 721,511.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP IBEH 2023000168.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency,

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Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.

b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

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new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
4. A copy of this Contract and all its terms and conditions.

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

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III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

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EXHIBIT D
HIPAA BUSINESS ASSOCIATE / 42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

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

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

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

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

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

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

e. Impermissible Uses and Disclosures.

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

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

f. Business Associate's Subcontractors.

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

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

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

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

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

i. Amendment of PHI.

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

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

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

k. Restrictions and Confidential Communications.

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

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

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

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

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

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

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m. Audit, Inspection and Enforcement.

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

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

n. Appropriate Safeguards.

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

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

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

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

o. Safeguard During Transmission.

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

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

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

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

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required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

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

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

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

q. Business Associate's Insurance and Notification Costs.

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

A. loss of PHI data;

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

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

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

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

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

r. Subcontractors and Breaches.

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

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

s. Data Ownership.

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

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

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

4. OBLIGATIONS OF COVERED ENTITY

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

b. Notice of Changes.

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

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

5. TERMINATION

a. Breach.

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

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

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b. Effect of Termination.

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

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

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

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10. AMENDMENT

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

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

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

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

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

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

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

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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

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include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

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

2. ADDITIONAL TERMS

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

    i. Reserved.

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

    i. Reserved.

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

    i. Reserved.

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

    i. Reserved.

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

    i. Reserved.

    ii. The Associate:
        A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

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B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.
C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

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

i. Reserved.

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EXHIBIT E - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: **GUNNISON COUNTY COLORADO GOVERNMENT**
   ii. Subrecipient Unique Entity ID number: **UEI #: NSN9FAGKEDJ9**
   iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**;
   iv. The Federal award date is **May 18, 2021.**
   v. The subaward period of performance start date is **July 1, 2023** and end date is **June 30, 2024**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	$721,511.00	$721,511.00	$721,511.00

   vii. Federal award project description: **To establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment.**; The name of the Federal awarding agency is **Federal awarding agency**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is : Steven Fry, Division of Grants Management, SAMHSA, 7-1109, 1 Choke Cherry Road, Rockville, MD 20857, 240-276-1422, Steven.Fry@samhsa.hhs.gov.;
   viii. viii. The Catalog of Federal Domestic Assistance (CFDA) number 21.027, name is American Rescue Plan Act, and dollar amount is $721,511.00.
   ix. This award **is not** for research & development;

x. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated **Exhibits E & F**.

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibits A, B, C, and D**.

4) Subrecipient's approved indirect cost rate is **10%.**

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **N/A**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☐ Subrecipient is not required to provide matching funds.

ii. ☑ Subrecipient shall provide matching funds as stated in **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award ***does not*** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

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

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

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Unique Entity ID number" or "UEI" is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);

1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

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1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

1.1.14. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.1.21.4. Change in present value of defined benefit and actuarial pension plans;

1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

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

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

4. TOTAL COMPENSATION.

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

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

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

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

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

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6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient UEI Number;

7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization UEI Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.1.2.1. Subrecipient's UEI Number as registered in SAM.

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

8. PROCUREMENT STANDARDS.

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

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

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

10.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

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

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

EXHIBIT END

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT F - SLFRF SUBRECIPIENT PROVISIONS

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that

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Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI300	Criminal Justice Intervention, Detection & Redirection Grant Program	1.14 Other Public Health Services	$721,511.00
Total			$721,511.00

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

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1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

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2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

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Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

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

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

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7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

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EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

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EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

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b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

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receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready

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access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

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9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

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12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

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15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County Commissioners

Authorized Representative: Jonathan Houck

Title: Chair, Board of County Commissioners

Signature: 

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

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7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

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10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

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an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

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Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

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initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

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investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Small Dollar Grant Award; Homeless Prevention Serv

Action Requested: County Manager Signature

Parties to the Agreement: Department of Local Affairs

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

case management and rental assistance will be provided for approximately 3-4 households facing imminent eviction.

Fiscal Impact: 20000

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 6/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/21/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/2/2024

Revised April 2015

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Program Approval	
Initials DS BW	6/11/2024 | 12:03 PM MDT

SUMMARY OF SMALL DOLLAR GRANT AWARD TERMS & CONDITIONS

State Agency Department of Local Affairs (Division of Housing)	**Solicitation Method-** N/A	**CMS Number** **(Personal Services Greater than $100,000)** N/A
PO Purpose: Requesting POGG1 for County of Gunnison - Homeless Prevention Services for Colorado Households at imminent risk of homelessness. 07/1/2024 - 06/30/2025	**(est) Performance Start** **Date** 7/1/2024	**PO Expiration** **Date** 06/30/2025

Accounting Template/Coding: HPAP24	**Amount**
Homeless Prevention Services for Colorado Households at imminent risk of homelessness	$20,000
Total	$20,000

DOH Budget Approval:	**EDO Approval:** (Purchases $5000 and over)
HR Approval: (Personal Services > $5000) **N/A**	**Procurement Approval:**

Vendor: County of Gunnison 200 E Virginia Ave Gunnison CO 81230 ATTN: Matthew Birnie VCUST: VC*14260 CN001 **EFT - Y**	**CORE: DOLA Accounting Approval**
CORE:PO Encumbrance	**CORE: Procurement Approval**

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HOMELESS PREVENTION ACTIVITIES:

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS
AND
County of Gunnison

PARTIES: This Purchase Order Agreement is entered into by and between County of Gunnison (hereinafter called "Agency"), and the STATE OF COLORADO acting by and through the Department of Local Affairs DIVISION OF HOUSING (hereinafter called the "State" or "DOLA").

EFFECTIVE DATE AND NOTICE OF NONLIABILITY: This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Chief Procurement Officer or designee (hereinafter called the "Effective Date"). State shall not be liable to pay or reimburse Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date or after termination of the Agreement.

USE OF FUNDS: Agency agrees to provide assistance for Homeless Prevention Activities to eligible residents, per the attached Statement of Work, in the following counties:

Gunnison and Hinsdale County

BUDGET: Funds shall be used only for eligible costs incurred in performing activities as listed and described in §5.2. Provider will submit a Payment Request Form with each funds request. Expenses are paid by the State on a reimbursement basis paid upon receipt of completed monthly Payment Request Form, including proof of payment and eligible activities. Participant eligibility will be maintain in Provider's participant files.

All other terms and conditions of the Agreement shall remain the same.

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for Agency hereby swear and affirm that they are authorized to act on Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

AGENCY **County of Gunnison** By: Matthew Birnie Name of Authorized Individual Title: County Manager Official Title of Authorized Individual _____ *Signature Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor **DEPARTMENT OF LOCAL AFFAIRS** Maria De Cambra, Executive Director By: _____ Maria De Cambra, Executive Director Date: _____

In accordance with Colorado Revised Statutes, this Agreement is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the **"Effective Date**").

STATE CHIEF PROCUREMENT OFFICER
Sherri Maxwell

By: _____
Brenda Lujan, Contracts and Procurement Manager
Department of Local Affairs

Effective Date: _____

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EXHIBIT B – STATEMENT OF WORK

1 GENERAL DESCRIPTION OF THE PROJECT(S)

1.1 Project Description Per Senate Bill 12-158, the Homeless Prevention Activities Program (HPAP) provides assistance to households living in Colorado who are at imminent risk of becoming homeless. HPAP Award Recipient ("Provider") shall make available services for the following HPAP activities: financial assistance, case management, and administration all further defined in **§5.2** Eligible Activities.

1.2 Responsibilities Provider shall be responsible for the completion of the Project and to provide required documentation to the Department of Local Affairs ("Department") in a timely manner, as defined herein.

1.3 Maximum Amount The maximum amount payable to this Provider by the State is $20000 as determined by the State from available funds.

1.4 Initial Term – HPAP Project ("Project") Commencement. The Parties respective performances under this Purchase Order shall commence on the date the Purchase Order is executed or the date in the (est) Performance Start Date, whichever is later, and shall terminate June 30, 2025.

2 DELIVERABLES

2.1 Outcome The final outcome of the Project is having provided homeless prevention services for Colorado households at imminent risk of homelessness.

2.2 Service Area Gunnison and Hinsdale counties

3 PERSONNEL

3.1 Responsible Administrator Provider's performance here under shall be under the direct supervision of Elizabeth Holena, an employee or agent of Provider, who is hereby designated as the Responsible Administrator of this project:

3.2 Replacement Provider shall immediately notify the State if any key personnel cease to serve.

4 FUNDING

4.1 Project Budget

ACTIVITY	Amount
Homeless Prevention Activities (as detailed in §5.2)	**$20000**
TOTAL	**$20000**

4.2 Payment and Payment Schedule

Funds shall be used only for eligible costs incurred in performing activities as listed and described in §5.2. Provider will submit a Payment Request Form with each funds request. Expenses are paid by the State on a reimbursement basis paid upon receipt of completed monthly Payment Request Form, including proof of payment and eligible activities. Participant eligibility will be maintained in Provider's participant files.

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4.3 Remittance Address

If mailed, payments shall be remitted to the following address unless changed in accordance with the Purchase Order:

County of Gunnison
200 E Virginia Ave
Gunnison CO 81230

5 HPAP ACTIVITIES

Provider shall ensure that all project activities are in accordance with the *Purchase Order Terms and Conditions,* and the *Independent Contract Status,* referred to as **(Exhibit IC)** of the Purchase Order, and all other related requirements. HPAP is designed to help households who have housing needs that cannot be met through other existing programs. HPAP provides comprehensive financial assistance and case management to households at imminent risk of homelessness.

5.1 Eligible Recipients

5.1.1 Households who are at imminent risk of becoming homeless but for the HPAP assistance within 21 days of the request for assistance. The funds may only be used to assist if the household meets the following criteria: The inability to make the required payments is due to a sudden reduction in income;

- The assistance is necessary to avoid eviction or termination of services;
- There is a reasonable prospect they will be able to resume payments within 6 months or less; and
- The assistance will not supplant funding for pre-existing homeless prevention activities from other sources.

5.1.2 Household's income must be at or below 50% Area Median Income (AMI). Income limits are available on HUD's website: https://www.huduser.gov/portal/datasets/il.html

5.1.3 All household types are eligible to receive HPAP assistance, although the following household types must be given preference/priority:

- Families: Households consisting of at least one adult (over 18) with children under 18 years; or households consisting of multiple adults
- Youth: Households consisting of a young adult 18-24 years old with or without dependent children.

5.2 Eligible Activities

5.2.1 Financial Assistance

Eligible financial assistance costs include the payment of rent, security deposits, and essential utilities for eligible households able to document a temporary economic crisis putting them at imminent risk of homelessness.

All financial assistance payments are made directly to rental and utility vendors and are never made directly to program participants. Payments cannot be made directly to a program participant. Providers must have the capacity to issue payments on behalf of program participants within five days of approval for assistance.

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5.2.2 Financial Assistance Types

- Security and utility deposits: up to 1 ½ months of rent.
- Rental assistance: up to 6 months of rental assistance
- Utility payments that must be made to prevent eviction

5.2.3 Documentation

Individual files must be maintained documenting program eligibility for participants, the service plan made with the participant, and housing status at the time of exit. Documentation must include evidence the participant was at imminent risk of housing loss. Valid documentation includes eviction notice, notice to quit, or three day demand for compliance; and should also include any other relevant documentation such as utility shut off notice, case notes and/or correspondence.

5.2.4 Case Management Services

Assistance to eligible participants must include the development of a housing stabilization plan and ongoing monitoring of the plan until the household's housing situation is stabilized. The plan must identify specific steps the household will take to prevent homelessness. Appropriate documentation must be maintained supporting the case plan. Provider staff must reassess households at least monthly and monitor and evaluate the program participant's progress on a regular basis during these meetings. Any of the following services may be included as part of participants' housing stabilization plans:

- Conducting initial assessment with a case manager to determine eligibility and need;
- Determining that no other appropriate housing options have been identified;
- Determining that the household lacks the financial resources needed to obtain immediate housing or remain in its existing housing;
- Developing an individualized housing stabilization plan with participant that identifies housing stabilization services to be coordinated by provider agency; the household and provider must reassess the plan together at least once every 30 days while actively receiving HPAP funded assistance;
- Connecting with mediation and legal services to assist families and individuals in negotiating with landlords, utility companies, etc. to assist households in avoiding current and future eviction, when applicable; Assisting in connection to eligible mainstream benefits; Connecting with agencies and programs that assist in obtaining services and mainstream benefits.
- Assisting to identify, locate, access and relocate households to affordable housing; Referring or providing assistance in obtaining education and employment, when applicable;
- Assisting with developing a money management plan and resolve credit issues;

Case management assistance shall emphasize housing and focus on assisting participants to achieve their housing goals through the most effective, efficient, and appropriate combination of direct assistance and referrals to community resources.

Case management assistance shall be individualized and flexible. The least amount of financial assistance is provided for the shortest duration of time necessary to achieve housing stabilization plan goals. As needed to achieve these goals, participants are offered more intensive, frequent, and/or a longer duration of financial and case management assistance up to the maximum assistance amount allowed.

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5.2.5 Administration Costs

Providers may use a maximum of five percent of grant funds towards direct and indirect costs associated with the management of the Program Costs may include:

- Salaries, wages and related costs of the provider's staff, subcontractor's staff, or other staff engaging in direct program administration. Operations including indirect or direct costs for goods and services required to administer the program, including rent, equipment, office supplies, insurance and utilities

5.2.6 Ineligible Activities

HPAP funds may not be used for:

- **Supplanting other public benefits for which the household is eligible.**
- **Assistance with mortgage payment**

6 ADMINISTRATIVE REQUIREMENT

6.1 Accounting

Provider shall maintain properly segregated accounts of HPAP funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget and Payment Request Form instructions.

6.2 Reporting

Provider shall submit two reports during the Program year detailing performance and financial data. The following performance indicators must be included in a semi-annual and final report submitted to DOLA. Provider must enter, update, and pull all data directly from Homeless Management Information Systems (HMIS) unless otherwise noted. DOLA will provide reporting templates and forms to awarded providers.

- Households referred to HPAP-funded program
- Households accepted to HPAP-funded program
- Average days of assistance per accepted household using HPAP funds
- Average amount spent per accepted household
- % of households stably housed 6-months post-exit

The Department may withhold payment(s) if such reports are not submitted in a timely manner.

- **Mid-Year Report** shall be submitted by January 20, 2025.
- **Final Report** shall be submitted by July 21, 2025

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7 ADDITIONAL REQUIREMENTS

7.1 Assistance Limits Households may receive financial assistance services for a period determined by the agency but not to exceed six months during any one program year. The amount of assistance distributed to a household is based on need, and the lesser of the actual rent payment or the per unit amount allowed by the current Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule, available on this website: https://www.huduser.gov/portal/datasets/fmr.html

HPAP grantees should coordinate with other homeless service providers to ensure HPAP clients have access to more intensive interventions and services accessible through the community and/or Coordinated Entry systems.

7.2 Habitability Standards

At no time will payments be made to units that are classified as substandard housing as defined by HUD's habitability standards defined in 24 CFR part 576.403(c). Documentation of meeting minimum standards must be maintained in households' files. Providers may use ESG Habitability Standards Checklist for Permanent Housing found at: https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/ or an equivalent checklist.

By Signing Below, I agree to the terms and conditions of this agreement.

_____

Matthew Birnie County Manager, County of Gunnison

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State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**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 CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet

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cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. **Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*]** Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee'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. The State, in its discretion, may monitor Grantee's

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performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
10. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

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11. **Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.
12. **Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
13. **Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
14. **Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal

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year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. **Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
16. **Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
17. **Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
18. **Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. **Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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21. **Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
22. **Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
23. **Indemnification.** [***Not Applicable to Inter-governmental agreements***] Grantee 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 Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts 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 or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
24. **Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
25. **Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) 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. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

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rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. **Termination Prior to Grantee Acceptance**. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. **Termination for Cause**. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. **Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. **Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

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funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. **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, CRS §24-10-101, *et seq*., 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, CRS §§24-30-1501, *et seq*. 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.
32. **Grant Recipient**. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
33. **Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
34. **Choice of Law, Jurisdiction and Venue.** [***Not Applicable to Inter-governmental agreements***] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

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County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. **Prohibited Terms.** Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

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ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b)** "**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, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**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; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S. ; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g)** "**State Fiscal Rules**" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h)** "**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; **(i)** "**State Records**" means any and all State data, information, and records, regardless of physical form; **(j)** "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k)** "**Work Product**" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other

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results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall

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comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as

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directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification PII Individual Certification Form or PII Entity Certification Form [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases

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containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless 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

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ADDENDUM 1:
Additional Terms & Conditions for Information Technology

Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

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2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

ADDENDUM 2:
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2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

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ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Subrecipient shall report as set forth below.

8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:

8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. Single Audit Requirements.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECEPIENT WITH SUBCONTRACTORS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit. LINK

13. CERTIFICATIONS.

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ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

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ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Maintenance Service Contract; HID Global Corporati

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and HID Global Corporation

Term Begins: 06/01/2024 **Term Ends:** **Grant Contract #:**

Summary:

Annual maintenance contract with HID Global for fingerprinting submission hardware and software. This is our system to submit fingerprints for backgrounds when badging employees at the Gunnison Airport.

Fiscal Impact: $1,053.00

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

County Attorney Review: (•) Required ( ) Not Required

Comments:
Legally sufficient. SO 6/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/26/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/2/2024

Revised April 2015

Remit Purchase Orders to:

HID Global Corporation
3950 RCA Blvd., Suite 5001
Palm Beach Gardens, FL 33410

Quote Number:	SQ-2024-EAT-224055
Revision No.:	1
Quote Date:	06/06/2024
Quote Exp. Date:	09/04/2024

Sales Rep.:	Scott Echols
Cell:	
Email:	scott.echols@hidglobal.com

Customer Bill To:	GUNNISON-CRESTED BUTTE REGIONAL AIRPORT	**Customer Ship To:**	GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Contact Name:	Scott Spitzmiller	Contact Name:	Scott Spitzmiller
Address:	GUNNISON-CRESTED BUTTE REGIONAL AIRPORT 519 RIO GRANDE AVE GUNNISON Colorado 81230	Address:	GUNNISON-CB REGIONAL AIRPORT, 519 W RIO GRANDE AVE GUNNISON Colorado

Service Contract Duration:	Service Contract Reference Number:	End User:
01-Jun-2024 - 31-May-2025	005025581.A2017	GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

#	Item	Description	Qty	Sale Price Each	Extended Sale Price

1	930173-12	CMT ADVANTAGE MAINT, SUBSEQUENT YR 1, HW - GUARDIAN 100, GUARDIAN 200, GUARDIAN 300, DEVICE ONLY DOMESTIC - 12 months - IAM MSRP Price List	1	$549.00	$549.00
2	950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS - 12 months - IAM MSRP Price List	1	$378.00	$378.00
3	950084-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE - 12 months - IAM MSRP Price List	1	$126.00	$126.00
TOTAL:					**$1,053.00**

IFTHE PURCHASER IS AN ELIGIBLE ENTITY AUTHORIZED TO USE GSA SOURCES OF SUPPLY AND SERVICES AND ISPURCHASING THE SPECIFIED ITEMS UNDER HID'S GSA CONTRACT NUMBER **GS35F0199R**; THE TERMS ANDCONDITIONS OF THE GSA CONTRACT NUMBER **G35F0199R**WILL GOVERN.

FOR ALL OTHER PURCHASERS, UNLESS A SEPARATE WRITTEN AND MUTUALLY EXECUTED AGREEMENT ISCURRENTLY IN FORCE BETWEEN HID AND PURCHASER, PURCHASE OF THE PRODUCTS AND/OR SERVICES LISTEDABOVE IS GOVERNED BY THE APPLICABLE TERMS AND CONDITIONS LOCATED AT: HTTP://WWW.HIDGLOBAL.COM/SALES-POLICY ("HID TERMS AND CONDITIONS").

Notes CN#005025581.A2017 Covering HW, SW, SWS SN#005025581.A2017 01-Jun-2024 - 31-May-2025

Contract Accepted By:

Authorized Signatory

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please note: when Volume Pricing is quoted, the Discount Percentage will apply to the Quantity Tier ordered, and this may not match the Quantity Tier quoted.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Colorado Centennial Fund; Choose

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 07/01/2024 **Term Ends:** **Grant Contract #:**

Summary:

Approval of funding from Choose when Grant from Caring For Colorado. Signing of contract to receive funding needed

Fiscal Impact:

Submitted by: Shonna **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 6/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/21/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/2/2024

Revised April 2015

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COLORADO Centennial fund
A subsidiary of Caring for Colorado FOUNDATION

Grant Agreement

Grant Recipient: Gunnison County Department of Health and Human Services

Grant Number: R-13980-24

Project: Choose When Supports Gunnison Health and Human Services Family Planning Clinic

Total Grant Amount Awarded: $ 10,000

Term of Grant: 12 Months Dates: 07/01/2024 to 06/30/2025

Anticipated Payment Date	Payment Amount
07/12/2024	$10,000.00

The Colorado Centennial Fund, a subsidiary of Caring for Colorado Foundation, (the "Organization") must ascertain that your non-profit tax status is maintained throughout the grant cycle. In addition we must be assured that our grant (the "Grant") will be expended for an educational, scientific, or other charitable purpose as outlined in the application. We are also interested in the results of the grant. With this in mind, we ask that you (the "Grantee") read, sign and return this Grant Agreement (the "Agreement").

1. Tax-Exempt Status:

The Grantee agrees:

A. To maintain its status as a tax-exempt organization (or working under the umbrella of a recognized tax-exempt organization), i.e., recognized by the IRS as a public charity described in Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code").

B. That such tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code has not changed since the issuance of the IRS determination letter, which the Grantee provided to the Organization in its Grant application.

C. That there is no issue presently before any office of the Internal Revenue Service concerning any proposed changes in its tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code.

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D. To provide current and appropriate documentation if the Grantee is a government supported agency, such as a school, museum, library or government agency or department.

E. That it will provide the Organization with immediate written notification of any changes in the Grantee's tax-exempt status.

2. Representations:

Colorado Charitable Solicitations Act (CRS 6-16-2014) – The Grantee acknowledges that it is in compliance with the regulations set forth in the Colorado Charitable Solicitations Act with respect to fundraising.

Anti-Terrorism (Patriot Act of 2001, Executive Order 13224) - The Grantee acknowledges that it is familiar with U.S. anti-terrorism laws and that no monies associated with this Grant will be used, either directly or indirectly, to benefit any person or organization with ties to terrorists.

3. Expenditure of Funds:

The Grant (together with any income earned upon investment of Grant funds) is made for the purpose outlined in the project plan and budget available in the grant record on the online grants portal and may not be expended for any other purpose without the Organization's prior written approval. Expenditures of Grant funds must adhere to the specific line items in the budget submitted by the Grantee within the Grant period. For grants greater than $25,000, changes to individual line items (increases and decreases) that are greater than 15% of that line item must be approved in advance by Organization staff. If the Grant period ends and Grant funds remain unexpended, any unexpended Grant funds shall be repaid promptly to the Organization. If the Grant funds are expended other than for the purposes of the Grant or not in accordance with the approved budget, funds equal in value to the portion of Grant funds determined by the Organization to have been so expended shall be repaid to the Organization upon its request.

4. No Assignment or Delegation:

The Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval from the Organization.

5. Reports and Evaluation:

The Grantee is required to provide the Organization with online financial and narrative reports summarizing project results. The Grantee will receive an email request for any report approximately one month before it is due. The Grantee also agrees to provide any other information reasonably requested by the Organization. If the Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to the Organization.

Report Requirement	Due Date
Check In	10/15/2024
Final Report	08/01/2025

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The Organization may, at its own expense, monitor and conduct an evaluation of the operations under the Grant which may include visits by representatives of the Organization to observe the Grantee's program procedures and operations and to discuss the program with the Grantee's personnel.

6. Required Notification:

The Grantee is required to provide the Organization with immediate written notification of: (1) its inability to expend the Grant funds for the purposes described in the Grant application, this Agreement and any other written or electronic communication describing the terms of the Grant; or (2) any expenditure from this Grant made for any purpose other than those for which the Grant was intended.

7. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that the Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

8. HIPAA Compliance – Protected Health Information:

If the Grantee is a Covered Entity as defined in the federal privacy rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Grantee is obligated to maintain the privacy and security of Protected Health Information as defined by HIPAA.

9. Publicity:

The Organization encourages the Grantee to publicize information concerning the awarded Grant on the Grantee's website, in the Grantee's newsletters, annual reports and other relevant publications. When possible, any public statements about the Organization or its grantmaking shall be cleared in advance by the Organization (To do so, please contact Caring for Colorado).

The Organization welcomes any photographs relevant to the Grant that may be provided for Organization use. The Grantee must obtain prior permission, with a signed photo release, for use of the photograph in any medium of any individual or group including clients, visitors or bystanders. Parents or legal guardians must sign a release form for minors who appear in photographs. (Please contact Caring for Colorado).

The Organization may include, without further notice, information regarding this Agreement and/or the Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials and (provided by the Grantee) and its activities, on the Organization's website or electronic communications, in the Organization's periodic public reports, newsletters and news releases.

10. Right to Modify or Revoke:

The Organization reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in the Organization's sole discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives

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of this Agreement or any other charitable interest of the Organization; or (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Organization, or the Grant.

11. Termination:

This Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of the Grantee.

Either party upon written notice to the other party may terminate this Agreement.

Upon termination of this Agreement for any reason, all payments by the Organization to the Grantee shall cease at such time as may be determined by the Organization. The Grantee specifically acknowledges that immediate cessation of funding, before termination procedures are completed, may be necessary in recognition of the Organization's fiduciary responsibilities.

12. Special Conditions:

The Grantee accepts and agrees to comply with the following special conditions:

Special Provisions: None
Funding Conditions: None

13. Capital Equipment Limitation:

If the purpose of the Grant is for the purchase of capital equipment, the Grantee shall not sell, transfer or otherwise dispose of such equipment during its useful life without the prior written approval of the Organization. If changes in the Grantee's status as a public charity or changes in its operations result in the Grantee no longer using the capital equipment for the purposes that were the subject of the Grant, the Organization may require the return of the equipment to the Organization or a transfer of the equipment to another public charity.

14. Amendment:

This Agreement may be amended, supplemented or extended only by written agreement signed by the Organization and the Grantee.

15. Disclaimer:

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by the Organization that the services rendered by the Grantee are adequately or properly rendered on either an individual or program-wide basis. The Grantee shall hold the Organization, its directors, trustees, officers, employees, and agents harmless from all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's rendering or failure to render services to the extent permitted by Colorado law.

16. Controlling Document:

The terms and conditions of this Agreement shall be the controlling document between the Organization and the Grantee. All verbal communication, notes, minutes or other documentation pertaining to the Grant shall be deemed merged into this Agreement. In making the Grant, the Organization has relied on the information and representations submitted to the Organization by the Grantee.

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The undersigned certify that they are duly authorized officers of the Grantee and, as such, are authorized to accept this Agreement on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the Colorado Electronic Signature Act, C.R.S. 24-71-101 et seq. by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

ACCEPTED AND AGREED TO:

ORGANIZATION NAME: GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Matthew Birnie
County Manager

Date

Colorado Centennial Fund

Linda R. Reiner
President and CEO

Date

Choose When Part 2 Application

Gunnison County Department of Health and Human Services

Choose When Supports Gunnison Health and Human Services Family Planning Clinic
R-13980-24 | Funding Source: | 7/1/2024 - 6/30/2025
Choose When // Statewide

Status Approved - Contract in Process

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GRANT SUMMARY
DEMOGRAPHICS
DOCUMENTATION

GRANT SUMMARY

Grant Summary - Terms, Conditions and Contacts

Proposal Title: Choose When Supports Gunnison Health and Human Services Family Planning Clinic
Grant ID: R-13980-24

Proposal Description: The Gunnison Health and Human Services Family Planning Clinic, a Title X clinic, provides contraceptive services to a primarily low-income, rural, and Spanish-speaking population, including a Mexican-Indigenous community (Cora). Facing budget constraints for expensive long-active contraceptives, funding will support the clinic's continued assurance of confidential care regardless of a person's ability to pay.

Organization Name: Gunnison County Department of Health and Human Services

Award Amount:	**Grant Period:**
$10,000.00	July 1, 2024 through June 30, 2025

General Operating Grant:

Funding Conditions:
None

Special Provisions:
None

Grant Outcomes

Increase access to a full range of free-of-cost contraceptive methods, including long-acting reversible contraceptives (LARCs), for Choose When's priority populations within the 12-month funding period, monitoring progress through basic data collection related to how the grant funds are spent.

Project Primary Contact:*	**Organization Primary Contact**
Amelia Meyer Family Planning Coordinator 970-641-7952 ameyer@gunnisoncounty.org Contact Address (if different from Org Address) ,	Matthew Birnie County Manager 220 N. Spruce St. Gunnison, CO 81230 970-641-3244 mbirnie@gunnisoncounty.org

**The project primary contact is the individual responsible for implementation and supervision of the project. The organization primary contact is the CEO or Executive Director of the grantee organization.*

Caring for Colorado funds must be used for the designated purpose(s) outlined above and, if applicable, in the approved CFC budget.

If the goals and implementation of the project change or if the funds are not expended within the agreed upon grant period, please contact your philanthropy lead.

Caring for Colorado Contact:

Phone: 720-524-0770 or toll free at 1-800-463-7713
Email: grants@caringforcolorado.org

Reporting Requirements

During the course of each grant contract year, grantees may be required to submit narrative and/or financial reports as scheduled. You will receive a reminder email with detailed reporting instructions approximately one month before each report is due. If applicable, financial reports should contain a financial accounting of expenditures, according to the line item categories of the approved budget. Late reports will delay or jeopardize future payments or renewal funding. An organization that fails to provide

the required reports on a grant may become ineligible for future funding from Caring for Colorado.

Final Report	August 1, 2025

Grant Amendments

Grantees of Caring for Colorado Foundation should contact their philanthropy lead to discuss potential changes to the approved scope of work or budget. If the philanthropy lead determines an amendment is necessary, an online amendment form will be made available in the grants portal. Log into your account, enter the proposed changes in the form and submit it. The online form must be approved before implementing the change(s).

Communications Information

Caring for Colorado Foundation encourages grantees to inform constituents about grant awards through a news release, community newsletter, email to stakeholders or through social media outlets. Please contact the Foundation for information on how to publicize your work, how to refer to the Foundation, access to the Foundation's logo and additional resources.

FINANCIAL INFORMATION (from Part 1)

Date of Financial Statement:	3/1/2024
Current Assets:	$8,785.00
	$0.00
Cash/Cash Equivalents:	$8,785.00

DEMOGRAPHICS

Caring for Colorado collects demographic data to help us better understand our grantmaking and evaluate the effectiveness of our work in reflecting our guiding principles and advancing our mission.

The information collected serves as one data point, among many, in our efforts to understand how our partners are working to equitably build a healthier future for Colorado families and children. We recognize that requesting this information adds to the amount of time it takes to complete the application, and we appreciate your willingness to share this information with us.

We understand that you may not have the demographic data for some or all the sections in this form. If you collect some demographic data, please complete the applicable sections.

Please contact us at grants@caringforcolorado.org if you have questions or need assistance.

Community Served Demographic Information

Race and Ethnicity - Community

Do you collect race and ethnicity demographics for your community?	Yes

Select the race/ethnicity group(s) represented in your community. For each selected item, enter the <u>total number</u> of individuals for the category selected.

Race and Ethnicity Categories Selected:

Black/African American/African,

Hispanic/Latina/Latine/Latino/Latinx

Black / African American / African:	9
Hispanic / Latina / Latine / Latino / Latinx:	87
Total:	96

Gender Identity - Community

Do you collect gender identity demographics for your community?	No

Sexual Orientation - Community

Do you collect sexual orientation demographics for your community?	No

People Living With a Disability - Community

Do you collect demographics about living with a disability for your community?	No

Income Below Federal Poverty Level - Community

Do you collect income demographics for your community?	Yes

Select the group(s) represented in your community. For each selected item, enter the total number of individuals for the category selected. Common income eligibility percentage examples: CHP+ = 260% FPL, SNAP = 200% FPL, Reduced lunch = 185% FPL, MCD = 133% FPL, Free lunch = 130% FPL).

Income Categories Selected:

Lives with incomes BELOW 260% of the federal poverty level,

Lives with incomes ABOVE 260% of the federal poverty level

Lives with incomes BELOW 260% of the federal poverty level:	432
Lives with incomes ABOVE 260% of the federal poverty level:	39
Total:	471

Is there any other demographic information on people served by your organization and program or project that you'd like to share? If so, please note here.

Within our Latinx community we have individuals who identify as Cora, which is an indigenous community from Mexico.

If the target communities of this proposal are different from your current communities served, please explain.

This report is generated from the 2023 calendar year. I have done outreach in the Latinx community as well as in the adolescent community. I have more outreach planned for both of these groups throughout this year. For the calendar year of 2023 the percent of our patient population that identified as Hispanic was 18%. For this calendar year the percent of our population that identifies as Hispanic is 27%

If you selected "do not collect" for any of the above information, please tell us more about why you do not collect this information (capacity, organization priorities, documentation status, etc.)?

We do collect data on gender identity and sexual orientation but are just working with our EMR on how to extract that data, so it isn't available yet. We do not collect data on disability at this time; this grant is the first time I have thought to collect that data and am interested in initiating collecting that data.

DOCUMENTATION

Please be sure to SAVE this form before uploading attachments.

Please consolidate any optional information into one PDF and attach as one

file. Only one additional attachment is allowed.

Contact grants@caringforcolorado.org to request removal or deletion of any attachments uploaded in error.

List of Required Documentation

- **Annual Financials** – Please provide **audited financials** for the most recently completed fiscal year end. If this is unavailable, please provide IRS Form 990/990EZ or internal year-end balance sheet and income statement.
- **YTD Financial Statements** – Attach most current year-to-date internal financial statements (Statement of Activities and Balance Sheet), including budget-to-actual data, if available.
- **Operating Budget** – Attach current-year annual operating budget.
- **Optional additional attachment (not required)** – Please consolidate any additional materials into a PDF and attach as one file. Additional attachments are NOT required.

GRANTEE REQUEST DOCUMENTS

Centennial Fund Grant Agreement.docx

AB_Executed Grant Agreement
Added at 10:10 AM on June 19, 2024
Sent to: mbirnie@gunnisoncounty.org [Needs to Sign] on June 19, 2024, lreiner@caringforcolorado.org [Needs to Sign] on June 19, 2024 , ameyer@gunnisoncounty.org [Receives a copy] on June 19, 2024

DHHS YTD 2024.pdf

K_Optional Attachment
Added by Amelia Meyer at 10:01 AM on May 23, 2024

YTD-24 FP Title X.pdf

CW_YTD Financial Statements
Added by Amelia Meyer at 10:01 AM on May 23, 2024

YTD-24 FP Activities.pdf

CW_Operating Budget
Added by Amelia Meyer at 10:00 AM on May 23, 2024

Gunnison County - 2022 Audited Financial Statement.pdf

CW_Annual Financials
Added by Amelia Meyer at 10:00 AM on May 23, 2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Commissioner Houck Signature's; In

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and State of Colorado

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Strong Communities Grant Contract for Sawtooth Phase 2

Fiscal Impact: 800000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/4/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 6/3/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/3/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/4/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/2/2024

Revised April 2015

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SCIG

State of Colorado Intergovernmental Grant Agreement for SLFRF
COVER PAGE

State Agency DEPARTMENT OF LOCAL AFFAIRS			**Agreement CMS Number** 191100
Grantee Gunnison County			**CORE Doc ID Number** CTGG1 NLAA 202400004217
SAM UEI Number NSN9FAGKEDJ9			**Agreement Performance Beginning Date** The Effective Date
Agreement Maximum Amount			**Agreement Expiration Date**
Initial Term		Retainage (5%)	September 30, 2026
State Fiscal Year 2024	$800,000.00	$40,000.00	
Extension Terms			**Agreement Authority**
State Fiscal Year 2025	$800,000.00 less amount spent in FY24	$40,000.00	This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan (Pub L. No. 117-2 (March 11, 2021)).
State Fiscal Year 2026	$800,000.00 less amount spent in FY24 and FY25	$40,000.00	
State Fiscal Year 2027	$800,000.00 less amount spent in FY24, FY25, FY26	$40,000.00	
Total for All State Fiscal Years	$800,000.00	$40,000.00	

Agreement Title and Purpose

SCIG-IN-100 Gunnison County - Sawtooth Community Housing

The Project consists of infrastructure improvements to support Phase 2 of the Sawtooth Community Housing project for approximately thirty-two (32) affordable housing units located in Gunnison County, Colorado.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Budget.
4. Exhibit D, Federal Provisions.
5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
6. Exhibit F, SLFRF Subrecipient Quarterly Report
7. Exhibit G, SLFRF Reporting Modification Form
8. Exhibit H, PII Certification

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions
2. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
3. Colorado Special Provisions in **§17** of the main body of this Agreement
4. Any executed Amendment or Option Letter/Exhibit B to this Agreement
5. The provisions of the other sections of the main body of this Agreement
6. Exhibit A, Statement of Work
7. Exhibit H, PII Certification
8. Exhibit C, Budget
9. Exhibit F, SLFRF Subrecipient Quarterly Report
10. Exhibit G, SLFRF Reporting Modification Form

Principal Representatives

For the State:

Maria De Cambra, Director, Division of Local Government
Department of Local Affairs
1313 Sherman Street, Room 521
Denver, CO 80203
maria.decambra@state.co.us

For Grantee:

Jonathan Houck, BOCC Chair
Gunnison County
200 East Virginia Avenue
Gunnison, CO 81230
jhouck@gunnisoncounty.org

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FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Agency	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (*this is not the award amount of this Intergovernmental Grant Agreement)*	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in **§2** and **§5** below.

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE
GUNNISON COUNTY

DocuSigned by:
D9072877079D4CD...

By: Jonathan Houck

Title: Chair-Gunnison BOCC

Date: 6/20/2024 | 1:49 PM MDT

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
0920A67707B9482...

By: Maria De Cambra, Executive Director

Date: 6/20/2024 | 2:19 PM MDT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Lisa Loranger
411ABFFC91CF44A...

By: Lisa Loranger, SCIG Program Manager

Date: 6/20/2024 | 1:55 PM MDT

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the "**Effective Date**").

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 6/21/2024 | 7:50 PM MDT

VCUST# **14260** ADDR CODE **CN001** **EFT** DLG Portal # **SCIG-IN-100**

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1. GRANT

As of the Agreement Effective Date, the State Agency shown on the first page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the first page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Agreement Effective Date and shall terminate on the Agreement Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or executed Amendment or executed Option Letter showing the new Agreement Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

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3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work, described in **Exhibit C**.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

E. "**Agreement Expiration Date**" means the Agreement Expiration Date shown on the first page of this Intergovernmental Grant Agreement.

F. "**Grant Funds"** means the SLFRF funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

G. "**Agreement Effective Date**" means the Agreement Effective Date shown on the first page of this Intergovernmental Grant Agreement.

H. **"Exhibits"** means exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**Extension Term**" means the period of time by which the Agreement Expiration Date is extended by the State through delivery of an executed amendment or option letter to this Intergovernmental Grant Agreement.

J. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

K. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of the Treasury ("Treasury") is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

L. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. "**Initial Term**" means the time period between the Agreement Effective Date and the Agreement Expiration Date at the time of execution.

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O. "**Intergovernmental Grant Agreement**" or **"Grant"** means this Agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

P. "**Matching Funds**" means the funds provided by Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et seq.*, C.R.S.

T. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

U. "**Recipient**" means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.

V. "**Services**" means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

W. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

X. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

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Y. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Z. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

AA. "**Sub-Award**" means this Grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. "**Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

DD. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

GG. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

HH. "SLFRF" means the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan (Pub L. No. 117-2 (March 11, 2021)).

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit A**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Agreement Effective Date or after the Agreement Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Agreement Effective Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide the Local Match Amount shown and described in **Exhibit C** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

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E. Close Out

Grantee shall close out this Grant **within 45 days** after the Agreement Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Agreement Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of five years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

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C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to

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Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit H** on an annual basis Grantee's duty and obligation to certify as set forth in **Exhibit H** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

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10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment or option letter to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Intergovernmental Grant Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this

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Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this

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Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current 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 Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Intergovernmental Grant Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Intergovernmental Grant Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Intergovernmental Grant Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible

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property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Intergovernmental Grant Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Intergovernmental Grant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Intergovernmental Grant Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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EXHIBIT A, STATEMENT OF WORK

1. PURPOSE

1.1. Infrastructure and Strong Communities Grant Program. The Infrastructure and Strong Communities Grant Program provides Grant Funds to eligible local governments to enable their investment in infill infrastructure projects that support affordable housing.

1.1.1. The Strong Communities Planning Grant Program provides planning grants to help communities align policies and regulations to locate affordable housing in infill locations near jobs, transit, and everyday services; ensure new neighborhoods have housing of all types, sizes, and price points; and direct housing to areas with access to multimodal transportation options.

1.1.2. The Strong Communities Infrastructure Grant Program provides grants to local governments for infrastructure projects to develop community benefit-driven infill affordable housing that meets critical housing needs as identified by the local government.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of infrastructure improvements to support Phase 2 of the Sawtooth Community Housing project for approximately thirty-two (32) affordable housing units located in Gunnison County, Colorado.

2.2. Work Description. Gunnison County (Grantee) will use the Grant funds to pay for tap fees and will hire a qualified contractor to construct a portion of the infrastructure for Phase 2 of the Sawtooth Community Housing project, located at 510 South 14th Street in Gunnison, Colorado and consisting of approximately thirty-two (32) rental units, deed restricted in perpetuity for tenants earning between 80% and 120% Area Median Income (AMI), and affordable as defined in C.R.S. 24-32-133(1)(a). Work includes payment of tap fees; construction of a new street on the north end of the property; widening an alley on the east side of the property to street width to improve access to the site; installation of sidewalks; stormwater management improvements; and water and electric services improvements. Grantee will own and maintain public infrastructure improvements and, in accordance with **§8** below, a contractor will be hired to complete the Work.

Grantee will provide DOLA an annual financial statement summarizing all Project-related expenses to date to be submitted with the 3rd Quarter Status Reports. The summary will include all expenditures on the Project, from this Grant and all other funding sources. A consolidated final summary will be completed and provided to DOLA prior to Project Closeout and final payment

2.2.1. In addition, a Final Informal Memo will be submitted that contains analysis of the following: 1) lessons learned, 2) estimated community impact, 3) final count of units added, 4) number of persons impacted, 5) electronic copies of project photos, construction reports, and proof of Substantial Completion, and 6) any other pertinent information that addresses the housing crisis and/or impact these projects made to alleviate barriers to affordable housing construction.

2.2.2. Project site infrastructure Work for an affordable or mixed-income developments with affordable units may include construction of streets and sidewalks, improvements to existing infrastructure (e.g., water, wastewater, drainage), bus/transit shelters, accessibility improvements for those with disabilities, and accessibility and age-friendly improvements and amenities.

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2.2.3. Projects that are converting an existing building into housing units, such as an office conversion, may be eligible to cover structural infrastructure costs, such as plumbing and electrical work.

2.2.4. Infill development should place sites in or directly adjacent to downtown cores, job centers such as an industrial or office parks, or transit-oriented development, and should not extend services beyond existing developed areas.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: tap fees, labor and materials costs, bond and insurance costs, bid advertisement costs, attorney's fees, and right-of-way acquisition costs.

2.5.1. Direct costs are those that are identified specifically as costs of implementing the grant program objectives, such as materials and supplies for a project as defined by 2 CFR 200.413.

2.5.2. *Reserved.*

2.5.3. Eligible expenses may include infrastructure elements that support a healthy and resilient built environment on, around, or near the infill project site, such as parks, playgrounds, open space/trails or trailhead lots, upgraded streetscapes, pedestrian and cyclist safety improvements, investments meant to address equity concerns, accessibility, age-friendly improvements and amenities, and local government infrastructure costs and fees related to the affordable housing development project such as tap fees levied by special district water utilities. Up to fifteen percent (15%) of the Grant Funds may be used for administrative expenses (e.g., project delivery, planning, community engagement, public or nonprofit partner agency expenses such as project management, staff time spent on community engagement). Vertical infrastructure costs, such as internal plumbing, wiring, and HVAC, are only eligible for projects that are converting an existing building into housing units.

2.6. Ineligible Expenses. Ineligible expenses include, but are not limited to: site development costs, housing needs assessments, land use/zoning code updates or other land use planning work, and housing construction is not eligible.

3. DEFINITIONS

3.1. "Affordable Housing" means housing that is affordable for households that:

3.1.1. Rent, with an annual income of at or below one hundred forty percent (140%) of the Area Median Income (AMI) of households of that size in the County in which the housing is located;

3.1.2. Own, with an annual income of at or below one hundred forty percent (140%) of the AMI of households of that size in the County in which the housing is located; or

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3.1.3. Own a home in rural resort counties, with an annual income at or below one hundred sixty percent (160%) of the AMI of households of that size in the County in which the housing is located.

3.1.4. A locally adopted definition of Affordable Housing may include AMI limits that are lower than those listed in HB22-1304 but may not exceed the limits set by HB22-1304.

3.2. "Infill Development" means the development of unused and underutilized land within existing development patterns, typically but not exclusively in urban areas.

3.3. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

3.4. "Sustainable Development Pattern" means a development pattern that may be extended in a cost-effective way that mitigates harm and minimizes the need for additional resources to maintain the development over time.

3.5. "Transit-Oriented Development" means a development that is within walking distance of a transit or other alternative transportation facility.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completed infrastructure improvements to support Phase 2 of the Sawtooth Community Housing project for approximately thirty-two (32) affordable housing units located in Gunnison County, Colorado.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Gunnison County, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	**By:**
Report on 2022 Baseline Data for number of affordable housing development projects applied versus number of permit approvals.	Within 90 days after the Effective Date of this Grant Agreement.
Begin work/Contractor mobilization.	Within 90 days after the Effective Date of this Grant Agreement.
Provide DOLA an annual financial statement summarizing all Project-related expenses to date. The statement should include all expenditures on the Project, from this Grant and all other funding sources.	Annually, to be included with the 3rd Quarter Status Reports.
Provide documentation of deed restrictions or sample of the form of deed restriction that Grantee intends to use.	August 31, 2026
Submit draft of Final Informal Memo to DOLA for review.	August 31, 2026
Provide DOLA a final financial statement summarizing all Project-related expenses to date. The statement should include all expenditures on the Project, from this Grant and all other funding sources.	Within 30 days prior to the Expiration Date of this Intergovernmental Agreement.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**

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Submit Project Final Report	November 14, 2026

4.4. Quarterly Pay Request and Status Reports. Beginning ten (10) days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay or reimburse the Grantee for actual eligible expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within ten (10) days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.4.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by Expenditure Category as per **Exhibit C, Budget** as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.4.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2nd (Apr-Jun)	**2024**	***JULY 10, 2024**	**Yes**	**Yes**
3rd (Jul-Sep)	**2024**	**October 10, 2024**	**Yes**	**Yes**
4th (Oct-Dec)	**2024**	**January 10, 2025**	**Yes**	**Yes**
1st (Jan-Mar)	**2025**	**April 10, 2025**	**Yes**	**Yes**
2nd (Apr-Jun)	**2025**	***JULY 10, 2025**	**Yes**	**Yes**
3rd (Jul-Sep)	**2025**	**October 10, 2025**	**Yes**	**Yes**
4th (Oct-Dec)	**2025**	**January 10, 2026**	**Yes**	**Yes**
1st (Jan-Mar)	**2026**	**April 10, 2026**	**Yes**	**Yes**
2nd (Apr-Jun)	**2026**	***JULY 10, 2026**	**Yes**	**Yes**
3rd (Jul-Sep)	**2026**	**October 10, 2026**	**Yes**	**Yes**

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.**

4.5. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Matthew Birnie, County Manager, (mbirnie@gunnisoncounty.org)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

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5.2. Other Key Personnel. **Cathie Pagano, Assistant County Manager, (cpagano@gunnisoncounty.org)** and **John Cattles, Assistant County Manager, (jcattles@gunnisoncounty.org).** Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit A** cease to serve. All notices sent under this subsection shall be sent in accordance with **§13** of the Grant.

5.4. DLG Program Manager: **Lisa Loranger, (303) 565-6200, (lisa.loranger@state.co.us)**

5.5. DLG Program Assistant: **Moira Blake, (720) 417-5696, (moira.blake@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount and type specified in **Exhibit C, Budget**.

7. ADMINISTRATIVE REQUIREMENTS

7.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

7.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.4** of this **Exhibit A**.

7.1.2. Final Reports. Within 45 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

7.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

7.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

7.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

7.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

7.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

7.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to

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assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

7.3.4. Substitution. The bonding requirements in this **§7.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

8. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

8.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

8.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

8.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

8.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name			**Option Letter Number** Insert Option Letter # for this Amendment
Grantee **Insert Grantee's Full Legal Name**			**Original Agreement Number** Insert CMS number for orig Agreement, and any prior chg docs
Agreement Maximum Amount			**Option Agreement Number**
Initial Term		Retainage (5%)	Insert CMS number for this Amendment
State Fiscal Year 20xx	$0.00	$0.00	
Extension Terms			**Prior Grant Agreement Expiration Date**
State Fiscal Year 20xx	$0.00	$0.00	**Month Day, Year**
State Fiscal Year 20xx	$0.00	$0.00	
State Fiscal Year 20xx	$0.00	$0.00	**Current Grant Agreement Expiration Date**
State Fiscal Year 20xx	$0.00	$0.00	**Month Day, Year**
Total for All State Fiscal Years	$0.00	$0.00	

1. OPTIONS:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

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EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in **Exhibit C** will determine what is reported on as outlined in **Exhibits D-G**.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
SCIG-IN-100	Gunnison County - Sawtooth Community Housing	6.1 Provision of Government Services	$800,000
		Total	**$800,000**

2. BUDGET BY FUNCTION

2.1 Project Budget Lines.

i. "EC 6.1 - Provision of Government Services: Infrastructure Improvements" means tap fees, labor and materials costs, bond and insurance costs, bid advertisement costs, attorney's fees, and right-of-way acquisition costs.

3. FUNDING

3.1 Matching/Other Funds. Grantee shall provide **at least 20%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§3.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Award Letter and/or **Exhibit C**.

3.2 Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	EC 6.1 - Provision of Government Services: Infrastructure Improvements	$1,001,200	$800,000	$201,200	Grantee
	Total	**$1,001,200**	**$800,000**	**$201,200**	

4. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

4.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

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Payment	Amount	
Interim Payment(s)	$760,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$40,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$800,000**	

5. EXPENDITURE CATEGORY MODIFICATIONS

5.1. Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab).

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Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in **§2** of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR Parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR Part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR Part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

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2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient or a Grantee funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement. Subrecipient also means Grantee.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.16. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.16.1. Salary and bonus;

2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

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fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.16.4. Change in present value of defined benefit and actuarial pension plans;

2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.17. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.19. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID number to its Prime Recipient, and shall update Grantee's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in its information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

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5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or §6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in **§8** below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in **§9** below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in **§11** below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in **Exhibit F** to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

All Expenditure Categories. Program income earned and expended to cover eligible project costs.

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §5 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §5 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.3.1. For projects over $10 million:

8.1.3.3.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

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8.1.3.3.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.3.3. Whether the project prioritizes local hires.

8.1.3.3.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via **Exhibit G** – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

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affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions.

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Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

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officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR Part 183. The regulations in 2 CFR Part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in **Exhibit E** and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

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14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County

Authorized Representative: Johnathan Houck

Title: Chair-Gunnison BOCC

Signature: DocuSigned by: D9072877079D4CD... Date: 6/20/2024 | 1:45 PM MDT

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via **Exhibit G** – SLFRF Reporting Modification Form.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

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is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
   b. Federal regulations applicable to this award include, without limitation, the following:
      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
      ix. Generally applicable federal environmental laws and regulations.
   c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

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i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

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14. Debts Owed the Federal Government.

    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontract under this award.
    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or

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vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

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3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

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8. Subrecipient shall notify the OSC, who will report to the Department of the Treasury, any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab).

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Exhibit G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:			Grant Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Intergovernmental Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Intergovernmental Grant Agreement. All other terms and conditions of the original SLFRF Intergovernmental Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

SAMPLE

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EXHIBIT H-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Jonathan Houck, on behalf of Gunnison County (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: DocuSigned by: D9072877079D4CD...

Printed Name: Jonathan Houck

Title: Chair-Gunnison BOCC

Date: 6/20/2024 | 1:47 PM MDT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Audit Extension Request; Finance; December 31, 202

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Office of the State Auditor

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

An request for an automatic extension to file the 2023 audit

Fiscal Impact: none

Submitted by: Perry W. Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 6/26/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 6/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/26/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/2/2024

Revised April 2015

OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End *December 31, 2023* ONLY

Requests may be submitted via internet portal: https://apps.leg.co.gov/osa/lg.

Government Name:	Gunnison County
Name of Contact:	Perry W Solheim
Address:	200 E. Virginia Ave.
City/Zip Code	Gunnison, CO 81230
Phone Number:	970-641-2203
E-mail	psolheim@gunnisoncounty.org
Fiscal Year Ending (mm/dd/yyyy):	12/31/23
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2024
Comments (optional):	

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	
Printed Name:	Jonathan Houck
Title:	County Commissioner
Date:	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #2; ADS-B WAM Radio Site Facility and To

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

ADS-B WAM Radio Site Facility and Tower Sublease Agreement

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/27/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/27/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/28/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 7/2/2024

Revised April 2015

SECOND AMENDMENT TO ADS-B WAM RADIO SITE

FACILITY & TOWER SUBLEASE AGREEMENT

On September 13, 2011, the Board of County Commissioners of Gunnison County and ITT Information Systems (collectively "Parties", individually "Party"), entered into an agreement called the ADS-B WAM Radio Site Facility and Tower Sublease Agreement ("Agreement").

This Second Amendment to the Agreement amends the Agreement by adding the following language to the below provision:

2. **Renewal Terms.** The Agreement is set to expire September 30, 2025. The Parties agree to extend the Agreement for five additional years beyond the expiration date, extending the expiration date to September 30, 2030 and to allow for three five-year term renewal options.

This Second Amendment to the Agreement updates a Party's name and contact information. ITT Information Systems is replaced as a Party to the Agreement by L3Harris Technologies Inc. All references to ITT Information Systems in the Agreement are replaced by L3Harris Technologies Inc., whose contract information is as follows:

L3Harris Technologies Inc.
2235 Monroe Street, 5th Floor
Herndon, VA 20171
Attn: Jennifer Banasik
Jennifer.Banasik@L3Harris.com

All remaining provisions remain the same.

This Second Amendment is effective when executed by both Parties.

In witness whereof, the Parties have executed this Second Amendment to the Agreement by their duly authorized officers or representatives as of the date shown below.

GUNNISON COUNTY	L3HARRIS TECHNOLOGIES INC.
Signature:_____	Signature:_____
Name:_____	Name: Andres Arias
Title:_____	Title: Subcontract Manager
Date:_____	Date: 6/27/24

FIRST AMENDMENT TO ADS-B WAM RADIO SITE
FACILITY & TOWER SUBLEASE AGREEMENT

This First Amendment (the "First Amendment") to the Facility & Tower Sublease Agreement for W Mountain (aka Tenderfoot Mountain) dated September 13, 2011 by and between the Board of County Commissioners of Gunnison County and ITT Information Systems (the "Agreement"), is made and entered into as of the latter signature date hereof, by and between the Board of County Commissioners of Gunnison County and ITT Information Systems (collectively, the "Parties").

RECITALS

WHEREAS, Gunnison County subleases the premises situated on W Mountain (aka Tenderfoot Mountain) in Gunnison County Colorado; and

WHEREAS, the Parties entered into the Agreement for the use of a certain portion of the Tower Facility; and

NOW THEREFORE, in consideration of the foregoing premises and for other good a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1) The Parties agree and acknowledge that Paragraph 5 of the Agreement is replaced in its entirety with the following:

> **5. Public Utilities.** ITT is responsible for the provision of any and all required telecommunications services to the premises for the term of this Agreement, unless otherwise specified in this Agreement. Electrical power for ITT equipment will be provided by Gunnison County. This Agreement shall be amended, at a time in the future determined solely by Gunnison County, to incorporate terms for ITT reimbursement of Gunnison County for ITT's electrical power usage thereafter said amendment of the Agreement.

2) The Parties agree and acknowledge the addition of the following address to Paragraph 19 of the Agreement:

> When to Gunnison County:
>
> Gunnison County
> Attn: County Manager
> 200 E. Virginia Avenue
> Gunnison, Colorado 81230

3) The Parties agree and acknowledge the addition of the following text into Exhibit A of the Agreement:

   See attached Lease Exhibit for Proposed Collocate on Existing Telecommunications Tower with Added Interior Equipment Cabinet (6/21/11)

4) All other terms and provisions of the Agreement remain in full force and effect.

In witness whereof, the Parties have executed this Amendment to the Agreement by their duly authorized officers or representatives as of the date shown below.

GUNNISON COUNTY

Signature: _____

Name: Hap Channell

Title: BOCC Chairperson

Date: 10/18/2011

ITT INFORMATION SYSTEMS

Signature: _____

Name: Gregory Hughes

Title: Contracts Manager

Date: 9/27/11

SITE NAME: WEST MOUNTAIN

SITE NUMBER: SV338-10

PROJECT TYPE: LEASE EXHIBIT FOR PROPOSED COLLOCATE ON EXISTING TELECOMMUNICATIONS TOWER WITH ADDED INTERIOR EQUIPMENT CABINET

LOCATION: GUNNISON COUNTY, GUNNISON, CO 81230

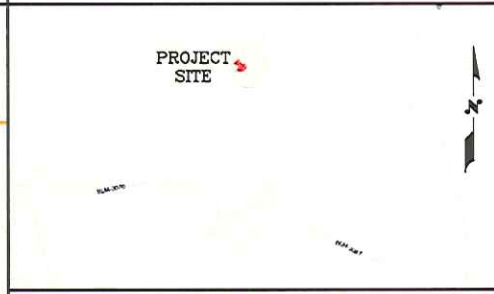
SITE OWNER: GUNNISON COUNTY

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERCEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF ITT CORPORATION, AES, HERNDON VA 20170.

OVERVIEW MAP



LOCATION MAP



SITE DIRECTIONS

FROM GRAND JUNCTION, CO: TAKE US-50 - GO 59.5 MILES. BEAR LEFT ON SAN JUAN AVE - GO 1.4 MILES. TURN LEFT ON US-50 - GO 62.3 MILES. TURN RIGHT ON W AIRPORT RD(CR-38) - GO 1.4 MILES. CONTINUE ON GOLD BASIN RD(CR-38) - GO 0.4 MILES. TURN LEFT ON BLM-3070 - GO 2.5 MILES. BEAR LEFT ON A LOCAL ROAD - GO 1.5 MILES. ARRIVE AT SITE, ON THE RIGHT.

SITE INFORMATION

1. LATITUDE (GPS) :	38° 31' 27.5" N
2. LONGITUDE (GPS):	106° 54' 24.2" W
3. TYPE OF STRUCTURE:	☐ GUY TOWER ☐ MONOPOLE TOWER ☒ LATTICE TOWER
4. GROUND ELEVATION: (A.M.S.L IN FEET)	8617'
5. PARCEL ID NO.:	378900000050

ZONING DATA

1. ZONING CLASSIFICATION:	N/A - BLM PROPERTY
2. JURISDICTION:	GUNNISON COUNTY
3. LEASE AREA:	EQUIP. 2'x2' INTERIOR LA
4. HANDICAP REQUIREMENTS:	FACILITY WILL BE UNMANNED AND NOT FOR HUMAN HABITATION.HANDICAP ACCESS NOT REQUIRED.
5. EXISTING PARKING SPACE AVAILABLE	

LIST OF DRAWINGS

ARCHITECTURAL	REV
C-1 COVER SHEET	0
A-1 COMPOUND PLAN	0
A-2 TOWER PROFILE AND ANTENNA SPECIFICATION	0

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CONTACT INFORMATION

ITT CORP CONTACT:	VERN NORMAN (571)-203-3202
POWER COMPANY:	EXISTING LL POWER PANEL
TELCO COMPANY:	EXISTING MW
TOWER OWNER:	GUNNISON COUNTY 200 E. VIRGINIA AVE P.O. BOX 239 GUNNISON, CO 81230 970-641-2481
SBA CONTACT:	BRAD LAGANO 704-527-0003 EXT 122
CONSULTANT REPRESENTATIVE:	JEREMY SHARIT 205-433-1892
PE:	JEREMY SHARIT 205-433-1892

COMPOUND SITE PHOTOS





TITLE: COVER SHEET

ITT
Engineered for life
Advanced Engineering & Sciences
12975 Worldgate Drive
Herndon, VA. 20170

SBA
4402-C STUART ANDREW BLVD.
CHARLOTTE, NC 28217

WEST MOUNTAIN
SV338-10
GUNNISON, CO 81230

DRAWN BY:	SMW JOB #:
JLR	11-0479

REVISIONS:
ISSUED FOR CLIENT REVIEW 06/21/11

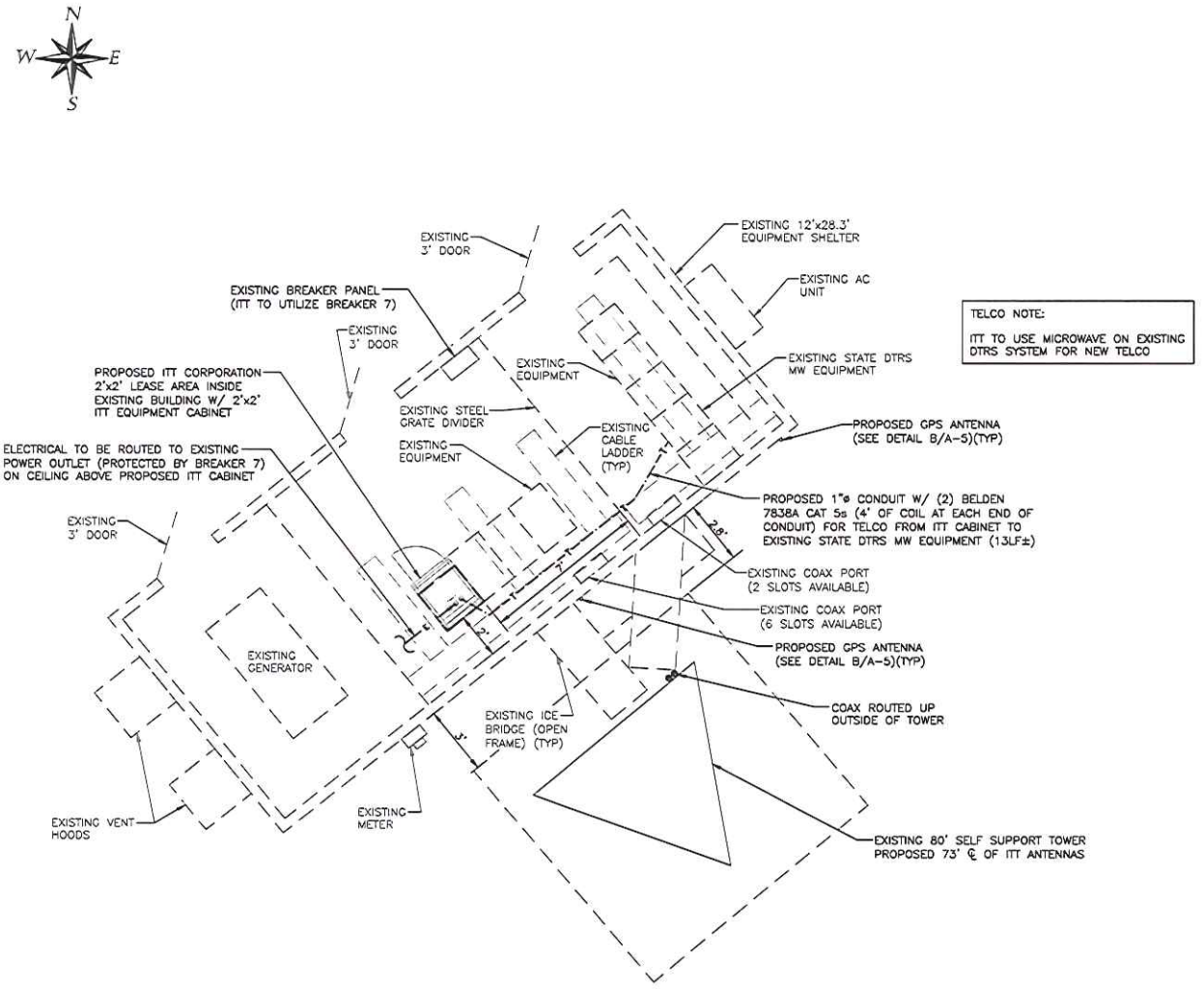
CAGE CODE	9M715

DRAWING NUMBER:	SIZE:	REV:
G-1	B	0
SHEET 1 OF 3	SCALE: NONE	

SITE APPROVALS

CONTRACTOR

TOWER OWNER



A / A-1 COMPOUND PLAN

SCALE: 1" = 5'

TELCO NOTE:

ITT TO USE MICROWAVE ON EXISTING DTRS SYSTEM FOR NEW TELCO

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TITLE: COMPOUND PLAN

ITT
Engineered for life
Advanced Engineering & Sciences
12975 Worldgate Drive
Herndon, VA. 20170

SBA
4402-C STUART ANDREW BLVD.
CHARLOTTE, NC 28217

WEST MOUNTAIN

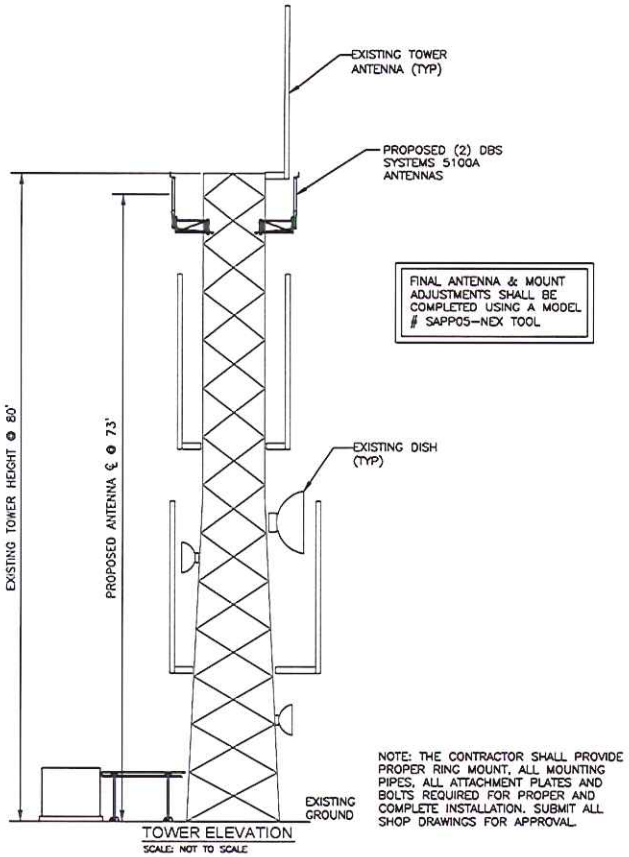
SV338-10
GUNNISON, CO 81230

DRAWN BY:	SMW JOB #:
JLR	11-0479

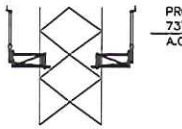
REVISIONS:
ISSUED FOR CLIENT REVIEW 06/21/11

CAGE CODE	9M715

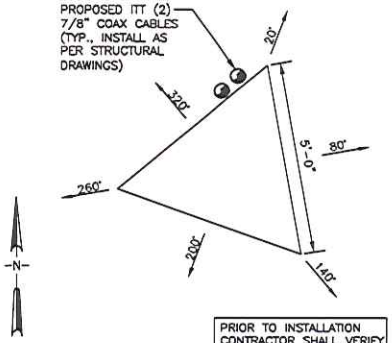
DRAWING NUMBER:	SIZE:	REV:
A-1	B	0
SHEET 2 OF 3	SCALE: NOTED	



TOWER ELEVATION
SCALE: NOT TO SCALE



EXAMPLE RAD CENTER VIEW
SCALE: NOT TO SCALE



AZIMUTH & COAX LAYOUT DETAIL
SCALE: NOT TO SCALE

ANTENNA SYSTEM MARKING AND LABELING

MOUNT POSITION	PATTERN	MANUFACTURER / MODEL	AZIMUTH	COLOR CODE	LABEL	RAD CENTER	COAX CABLE LENGTH	COAX CABLE SIZE	COAX CABLE QUANTITY
NORTHEAST	OMNI	DBS SYSTEMS 5100A	N/A	YELLOW	UAT ANT 1	73'	103'	7/8"ø	1
SOUTHWEST	OMNI	DBS SYSTEMS 5100A	N/A	RED	1090 ANT 2	73'	103'	7/8"ø	1

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TITLE: TOWER PROFILE AND ANTENNA SPECIFICATION

ITT
Engineered for life
Advanced Engineering & Sciences
12975 Worldgate Drive
Herndon, VA. 20170

SBA
4402-C STUART ANDREW BLVD.
CHARLOTTE, NC 28217

WEST MOUNTAIN
SV338-10
GUNNISON, CO 81230

DRAWN BY: JLR
SMW JOB #: 11-0479

REVISIONS:
ISSUED FOR CLIENT REVIEW 06/21/11

CAGE CODE: 9M715

DRAWING NUMBER: A-2
SIZE: B
REV: 0
SHEET 3 OF 3
SCALE: NOTED

ADS-B WAM RADIO SITE
FACILITY & TOWER SUBLEASE AGREEMENT

This Sublease Agreement (the "Agreement") is made between the Board of County Commissioners of Gunnison County Colorado, 200 E. Virginia Av, Gunnison CO herein called Gunnison County, and **ITT Information Systems**, a division of ITT Corporation, herein called ITT on < 9/13/11 >.

The purpose of this Agreement is to support ITT's efforts under its Prime Contract No. DTFAWA-07-C-00067, including all amendments and modifications thereto, with the Federal Aviation Administration (FAA). This Prime Contract includes the Colorado Phase II Wide Area Multilateration (WAM) project.

Any "Exhibit" referenced herein and attached hereto is hereby incorporated in its entirety into this Agreement.

Gunnison County hereby Subleases to ITT the premises situated on W Mountain (aka Tenderfoot Mountain) in Gunnision County Colorado, and as further described at *Exhibit A*, upon the following TERMS and CONDITIONS:

1. **Initial Sublease Term.** Gunnison County demises the above premises to ITT for a term of five (5) years (the "Initial Sublease Term"), commencing on the earlier of (i) one hundred and eighty (180) days after the date of this Agreement or (ii) on the 1st day of the month following start of equipment installation on premises by ITT, and terminating five (5) years after the commencement of the term, except as otherwise provided herein.

2. **Renewal Terms.** ITT shall have the option to renew the Agreement for three (3) additional terms of five (5) years each (the "Renewal Term"). All of the terms and conditions of the Agreement shall apply during the Renewal Term. Unless notice is given by ITT to Gunnison County thirty (30) days prior to expiration of the then current term, the Agreement will automatically renew for an additional Renewal Term.

3. **Rent.** The monthly rent of zero Dollars ($0.00) is payable by ITT to Gunnison County on the first day of each month during the term of this Agreement. All rental payments shall be made to Gunnison County, at the address specified herein. The first month's rate shall be prorated, as required.

4. **Rent Increases.** The monthly rent will be adjusted on an annual basis beginning on the first full month after the first anniversary of the commencement date and each one-year anniversary thereafter. The adjustment will be based upon the change in the Consumer Price Index (All Items, U.S. City Average for All Urban Consumers) during the preceding 12-month period.

5. **Public Utilities.** ITT is responsible for the provision of any and all required electrical power and/or telecommunications services to the premises for the term of this Agreement, unless otherwise specified in this Agreement.

6. **Invoicing.** ITT shall make payments of the monthly rent without the need for an invoice. Other payments due, if any and as specified herein, shall be paid by ITT to Gunnison County within thirty (30) days after ITT's receipt of a proper invoice for same. Invoices required hereunder shall be on Gunnison County's official letterhead and shall include ITT's purchase order number, if provided by ITT, and a certification that the invoice is true and accurate. Invoices shall be submitted electronically by Gunnison County to ITT at the following address, along with a copy to ITT's ADS-B Subcontracts contact identified below:

   Invoice Address:

   ITT Corporation
   Accounts Payable P2P
   PO Box 900
   Seneca Falls, New York 13148

   Email Address for Electronic Submission:

   p2pdefense.invoice@itt.com

   cc: Rick.Sawyer@itt.com

   ITT may from time to time designate any other address for this purpose by giving written notice to Gunnison County.

7. **Termination.**

   a. **Termination due to Default.** Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material default of this Agreement and has failed to cure such default within thirty (30) days after receipt of written notice of such default, or other extended period as agreed to by the Parties.

   b. **Termination due to Eminent Domain.** If the premises or any part thereof materially affecting ITT's use of the premises, shall be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking. The rent and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to ITT. ITT shall be entitled to part of any award for such taking limited to any taking of fixtures and improvements owned by ITT and for moving expenses.

c. **Termination due to Destruction of Premises.** In the event of a whole or partial destruction of the premises during the term hereof due to fire or any other cause, Gunnison County shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such destruction shall not terminate this Agreement, except that ITT shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which such destruction or resultant repairs interferes with the business of ITT on the premises. If such repairs cannot be made within said sixty (60) days, Gunnison County, at its option, may terminate this Agreement.

d. **Termination due to Environmental and Structural Evaluation.** ITT may terminate this Agreement upon thirty (30) days written notice to Gunnison County if ITT determines through environmental study or structural analysis that the premises is not acceptable for use by ITT or able to accommodate ITT equipment.

e. **Termination due to Governmental Permits.** ITT may terminate this Agreement upon sixty (60) days written notice to Gunnison County if any governmental approval, authorization, or permit required to install at or operate from the premises is denied, delayed, or revoked after diligent effort by ITT to attain and maintain such approval, authorization, or permit. Gunnison County shall cooperate with ITT in attaining any required approvals, authorizations, or permits.

f. **Termination due to Federal Prime Contract.** ITT may terminate this Agreement upon sixty (60) days written notice to Gunnison County in the event that the ITT's Prime Contract with the FAA is terminated, discontinued, or modified in any way that would eliminate the ITT's need for this Agreement.

g. **Termination due to System Performance.** ITT may terminate this Agreement upon sixty (60) days written notice to Gunnison County in the event that the premises is determined, at the sole discretion of ITT, (i) not to provide satisfactorily efficient and effective air traffic coverage, (ii) electrical power, telecommunications, maintenance access, or related availability factors at the premises proves unacceptable for the purpose of ITT's equipment, or (ii) ITT's equipment performance has been materially and adversely affected as a result of any man-made obstructions or interference from other users.

h. **Termination for Convenience.** Either Gunnison County or ITT may terminate this Agreement without cause upon one-hundred and eighty (180) days written notice to the other.

8. **Quiet Enjoyment.** Gunnison County warrants that it has good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend ITT's use and enjoyment of said premises against third party claims.

9. **Use of Premises.** ITT shall use and occupy the premises for the purpose of operating a communications site. The premises shall be used by ITT for no other purpose. ITT's equipment is identified at *Exhibit B*. Gunnison County represents that the premises may lawfully be used for such purpose. ITT shall be permitted to change to other type antennas, antenna mountings, or transmission lines that have approximately the same effect on the tower structure load, and approximately the same effect with respect to material interference to other users of antennas located on the tower. In the event that these changes require an updated stress load analysis to be performed, ITT agrees to pay the cost of having it performed by a qualified Professional Engineer. In the event that the ITT requires additional antennas, transmission lines, and related mounting hardware to be added to the tower structure in the future, ITT agrees to provide an updated stress load analysis performed by a qualified Professional Engineer. In any event, such proposed changes or alterations will only be commenced with advance notice and permission in writing from Gunnison County, which shall not be unreasonably withheld. Any rent adjustment related to additional ITT antennas or transmission lines shall be negotiated in good faith by the Parties.

   ITT shall at all times comply with the Site Access and Security Instructions as incorporated herein as Exhibit C.

10. **Tower Maintenance.** Gunnison County represents and warrants that its operation of the tower, exclusive of ITT's equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission (FCC), FAA and all applicable local codes and regulations.

11. **Entry and Inspection.** Nothing in this Agreement shall limit the rights of Gunnison County to enter upon the property or facility in which the Subleased premises are located, or authorize others to do so, for any purpose that does not materially interfere with ITT operations from the premises.

12. **Ordinances and Statutes.** ITT shall comply with all statutes, ordinances and requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining the premises, occasioned by or affecting the use thereof by ITT. ITT shall comply with all regulations of the FCC pertaining to ITT's use of the premises.

13. **Taxes.** All equipment attached to or otherwise brought onto the site by ITT shall at all times be deemed to be ITT's personal property. ITT shall pay directly to the taxing authority any personal property taxes which may be assessed with respect to such equipment.

14. **Insurance.** ITT shall maintain in full force during the term of this Agreement the following insurance:

a. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

b. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

c. With-in thirty (30) days of the execution of this agreement, ITT will provide insurance certificates listing Gunnison County as an additional insured for the coverages required herein, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

15. **Indemnification.** ITT indemnifies Gunnison County against and hold the other harmless from any and all direct costs, claims, damages, expenses, or causes of action which arise out of this Agreement. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the Gunnison County.

16. **Limitation of Liability.** Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages no greater than ONE MILLION DOLLARS ($1,000,000.00).

17. **Hazardous Substance.** The parties agree that the premises shall be maintained in compliance with all local, state, and federal laws and regulations pertaining to the use, storage, or presence of hazardous substances.

ITT agrees to save and hold Gunnison County harmless from any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the Subleased premises directly attributable to actions of ITT.

18. **Material Interference.** In the event that Gunnison County shall conclude that any changed circumstances or condition related to use by ITT of the premises has resulted in material interference generated by the actions of, or equipment owned or operated by ITT, to the licensed broadcast activity or the signal transmissions of Gunnison County or other tenant's signal transmissions, Gunnison County may notify ITT and ITT shall forthwith, and upon FCC approval (if required), take expedited action, remedy or prevent such interference, or conduct such testing as may be required to verify that ITT's equipment is in operational compliance with FCC regulations and ITT's FCC licenses.

ITT's rights in and to use of the premises shall be subject to Gunnison County's right to use and to permit others to use the premises as is reasonably required by such others for such other purposes as Gunnison County may permit, except for those portions of the premises exclusively reserved for use by ITT. Gunnison County agrees not to enter into a future Sublease of any space on the premises which would materially interfere with the

broadcast activity or the signal of ITT, and to include in each future Sublease of any space on the premises a provision addressing any interference by such tenant with the broadcast activity or signal of ITT, in substantially the same form as that set forth above.

Subject to FCC rules and regulations and other applicable law, priority protection from interference between multiple licensed users shall be based on the accepted industry standard in establishing the priority of occupancy of each user to another user of the tower. Each licensed user's priority shall be maintained so long as the licensed user does not materially change the equipment and/or frequency that it is entitled to use on the tower at the time of its initial occupancy.

19. **Notices and Demands**. All notices, demands or requests which may be given by any Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly delivered on the date delivered in person or sent via telefax or cable, or three (3) business days after the date deposited, postage prepaid, in the United States mail via certified mail return receipt requested, and addressed as follows, or at such other places as may be designated by the Parties from time to time:

When to Gunnison County:

Gunnison County
Attn: County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

When to ITT:

ITT Information Systems
12930 Worldgate Drive
Herndon, Virginia 20170
Attn: ADS-B Subcontracts Department

20. **Contract Disputes.** This Agreement shall be governed by the laws of the state in which the premises are located, regardless of its choice of law provisions.

21. **Assignment and Subletting.** ITT shall not have the right to assign this Agreement or sublet any portion of the premises without the prior consent of the Gunnison County, which shall not be unreasonably withheld, conditioned, or delayed.

22. **Successors**. The terms and provisions of this Agreement and the conditions herein bind the Gunnison County and the Gunnison County's administrators, successors, and assigns.

The terms and provisions of this Agreement and the conditions herein bind ITT and ITT's heirs, executors, administrators, successors, and assigns.

23. **Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

In witness whereof, the Parties have executed this Agreement by their duly authorized officers or representatives as of the date shown below.

GUNNISON COUNTY: [redacted]

By: _____

Title: BOCC Chairperson

Date: 9/06/2011

ITT: ITT Information Systems

By: _____
Gregory P. Hughes

Title: Manager, FAA Contracts

Date: 9/13/11

EXHIBIT A

DESCRIPTION OF SUBLEASED PREMISES AND SITE PLAN

Coordinates of Gunnison County Communications Site on W Mtn:
Lat 38-31-35.4Long 106-54-19.8

See attached description.

See attached Lease Agreement between Western State College and Gunnison / Hinsdale Combined Emergency Telephone Service Authority (09/16/2006)

EXHIBIT B

ITT EQUIPMENT

EXHIBIT C

SITE ACCESS AND SECURITY INSTRUCTIONS

- Gate and building keys for accessing the W Mtn site may be checked out from Gunnison Dispatch, 201 E. Virginia Av. Best to call first at 970-641-8201. Keys will only be checked out to authorized and properly credentialed persons.

- The following exhibits are from the Western State College / Gunnison – Hinsdale 9-1-1 Authority lease agreement, and are labeled Exhibit A and D respectively as that is how they appear in the aforementioned agreement:

WSC / Gunnison Hinsdale 9-1-1 Authority agreement EXHIBIT A
PROPERTY USE RULES

Licensee shall take all necessary precautions to prevent damage to the Licensed Space and Property, and prevent damage to the designated roads used by the Licensee to access the Licensed Space. Licensee shall utilize the Licensed Space for only those activities expressly outlined in this License. During visits to the Licensed Space, the Licensee shall abide by the following property use rules:

1. Licensee shall limit, to only those necessary, the visits to the Licensed Space.

2. Licensee shall limit, to a minimum, the number of worker's and/or vehicles required to visit the Licensed Space.

3. Licensee or its worker's shall stay on designated roads at all times. If the Licensee requires travel off designated roads, Licensee shall seek prior College consent. The College, at its sole discretion, may deny any request for off-road travel.

4. Except in emergency situations, the Licensee shall elect a time for visits to the Licensed Space when the road surface is firm.

5. When possible, the Licensee shall use tracked or side tire vehicles which impart less damage to the road surface.

6. When possible, the Licensee shall make joint trips with other users to limit the traffic on the Property.

7. Licensee shall maintain the Licensed Space free of all garbage and unnecessary debris.

8. Licensee shall not, at any time, remove or disturb any artifacts.

9. Licensee shall not, at any time, dig up or disturb the soil without prior written consent of the College. The College, at its sole discretion, may deny any request to dig up or disturb soil.

10. The College will maintain a gate or gates across the access road to deter unauthorized persons

from accessing the Property. All gates are to remain closed and locked at all times. Licensee shall abide by the key policies provided with the key agreement form, including but not limited to, the prohibition against key duplication.

WSC / Gunnison Hinsdale 9-1-1 Authority agreement EXHIBIT D
RFR COMPLIANCE

In accordance with the Rules and Regulations of the FCC, Licensee and all other lessees and licensees utilizing the Property (collectively, "Users") are jointly and severally responsible for complying with the applicable guidelines of the American National Standards Institute ("ANSI Guidelines") and, therefore, must coordinate their maintenance and repair activities and take appropriate steps to insure that no humans are exposed to radiation in excess of ANSI Guidelines.

Specifically, in the case of multiple radiators located on the same or nearby towers, all Users are jointly responsible for complying with the ANSI Guidelines as outlined in Public Notice No. 24479 issued by the FCC on 19 August 1992.

All Users will be required to reduce power, or cease operations, as necessary to assure workers' safety with respect to radio frequency radiation when construction or maintenance is to be performed at the site. All Users will be responsible for the safety of their employees and agents and the College assumes no responsibility for any injuries for the failure of a User to comply with this Rule.

Power will be reduced, or operations ceased, as determined necessary by the College in accordance with the ANSI Guidelines, prior to anyone commencing work on or near an antenna located at the site. The College has sole discretion in interpretation of the Rule should it become an issue between Users.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 7th Judicial Community Corrections Board; Fill One

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Appointment of Susan Coykendall; 7th Judicial

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 7/2/2024

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, June 10, 2024 8:29:57 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Community Corrections Board
First and Last Name	susan coykendall
Address	401 N Wisconsin St
City	Gunnison
Phone	9702755732
Email Address	scoykendall@western.edu
Why would you like to serve on this Board or Commission?	I am a psychologist and have worked at the intersection of mental health and criminal justice since 2007. I have been a DV offender treatment provider, a competency evaluator, and i've done psych evaluations for the western slope for years. I taught forensic psych at WCU and I've trained/educated half the providers in the 7th JD in some form or another. I believe that we need to look at those who are justice-involved wholistically and try to put in place plans to help address their real issues in order to reduce recidivism and increase community safety.
Additional Comments	I have working knowledge of almost all aspects of the criminal justice system in Western Colorado through experiences in the past 15 years.

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Records Request Policy Revision

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Revision to Gunnison County's Public Record Request Policy and Public Records Request form; changing hourly staff fee from $33.58 to $41.37.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 6/25/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/25/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 7/2/2024

Revised April 2015

SECTION I GENERAL AND ADMINISTRATIVE POLICIES

(Adopted by the BOCC September 7, 2010; Amended January 13, 2015; Amended March 15, 2022; Amended July 2, 2024)

NUMBER:	**I.12 Guidelines for Handling Requests for Public (Open) Records**
PURPOSE:	To comply with Colorado Revised Statutes 24-72-201 et seq. regarding access to public records
SCOPE:	This policy applies to all documents in the custody or control of Gunnison County employees, elected officials and County boards and committees
OFFICE OF PRIMARY RESPONSIBILITY:	Custodian of Records and Office of the Gunnison County Attorney

POLICY:

It is the policy of the Board of County Commissioners (BOCC) that public records shall be open for inspection to persons of the public at reasonable times, as provided by the Colorado Open Records Act, C.R.S. 24-72-201 et seq. or by other laws. This policy is intended to provide a guideline for handling public records requests pursuant to C.R.S. 24-72-201 et seq. This policy is subject to interpretation by the Gunnison County Attorney and exceptions may be made in individual cases at the discretion of the Gunnison County Attorney.

REQUEST FORM:

The BOCC has determined that the use of an official request form will ensure more efficient handling of public records requests. An individual who makes a request shall be informed of the Gunnison County policy and shall be provided the official form by directing the requestor to the Gunnison County website http://www.gunnisoncounty.org/FormCenter/County-Managers-Office-3/Public-Records-Request-Form-42 or the Office of the Gunnison County Attorney to receive a request form for completion and submission. A copy of the current approved form is attached to this policy.

FEES:

1. Records Available at No Charge. Requests for records which fit the following criteria may be provided free of charge:
   a. Items that are available on the Gunnison County website: www.gunnisoncounty.org or are otherwise readily accessible in electronic form without requiring more than one hour of staff time to compile and review.
2. Charges. In all cases where a person has the right to inspect any public record, the requestor may incur costs such as copies, printouts, staff time, or expenses to obtain such record as follows:

a. Copy Costs: The fee shall be $.25 per standard page, unless actual costs exceed that amount, in which case actual costs may be charged.

b. Staff Time: Staff time to research, redact information pursuant to statute, retrieve and distribute public records shall be charged at $41.37 per hour, with no charge for the first full hour.

c. Actual Costs and Expenses: Any actual costs or expenses associated with the production of the request shall be charged to the requestor. These costs may include, but are not limited to, engineering copies, certified copies or other reproduction, color photographs, etc.

d. Data Storage Costs: The cost associated with production of videos, audio recordings, media, or other large files will be $10 per data storage device, such as a flash drive.

e. Postage and handling costs: The requestor shall pay for all postage and handling costs associated with the request for records.

3. Cost Estimates and Deposits. An estimate of copy costs, staff time, and actual costs and expenses for providing records will be provided to the requestor if more than one hour of staff time is necessary to complete the request. After one hour of staff time is spent on a request, staff will pause work on the request until Gunnison County receives a non-refundable deposit of 50% of the estimated cost of completing the request. After receipt of the 50% deposit, staff will finish working on the request and send a final invoice to the requestor for the actual time spent and resources committed to complete the request. Upon full payment of the final invoice, staff will release the requested records.

4. Payment. Checks, money orders or credit card payment for records requests shall be made payable to Gunnison County prior to Gunnison County releasing any record(s). Additional costs may apply for credit card transactions.

5. Waiver of Costs and Fees. The BOCC, Department Heads and Elected Officials have the authority to waive charges for good cause.

Inspection of Public Records:

1. Time for Inspection of Records – Three Working Days. The custodian shall set a date and time within three (3) working days when the records will be available for inspection. If the requested records are in active use or are in storage and therefore are not available right away, this information shall be communicated to the requestor in writing if necessary. The time period for response begins after Gunnison County receives the properly submitted request during regular business hours on Gunnison County's official Public Records Request Form. If a request requires payment, the time for inspection of records is tolled from the time a Cost Estimate is sent to the requestor until payment of the Deposit.

2. Extension of Time by Seven Working Days. The period of providing requested records for review may be extended up to seven (7) working days if the custodian determines that one of the following conditions exists, and states

such condition in writing to the requestor within the first three days that the request was received:

a. A broadly stated request is made that encompasses all or substantially all of a large category of records and the request is without sufficient specificity to allow the custodian reasonably to prepare or gather the records within the three-day period; or

b. A broadly stated request is made that encompasses all or substantially all of a large category of records and the agency is unable to prepare or gather the records within the three-day period because:

1) The agency needs to devote all or substantially all of its resources to meeting an impending deadline or period of peak demand that is either unique or not predicted to recur more frequently than once a month; or

2) A request involves such a large volume of records that the custodian cannot reasonably prepare or gather records within the three-day period without substantially interfering with the custodian's obligation to perform his or her other public service responsibilities.

In no event can extenuating circumstances apply to a request that relates to a single, specifically identified document or record.

If the request is too broad, speculative or voluminous to prepare in seven (7) days, Gunnison County may request relief from the court, including attorney's fees, as provided by law.

3. In no event may a requestor remove records or add records to those provided for review. The requestor shall not bring and shall not use photocopiers, fax machines, CD/DVD's, flash drives, electronic devices or any other copy, scanning or reproduction device to copy Gunnison County records. Copies will be made at inspection or at a later time, depending upon volume.

4. Gunnison County is under no obligation to allow the public access to Gunnison County computers nor is Gunnison County obligated to provide records in electronic format.

5. Gunnison County is under no obligation to create a record in response to a request.

6. Delivery of Records. Records may be delivered by Gunnison County by providing the records in person upon inspection, electronically by email (subject to email size limitations) or cloud-based data storage services, by facsimile or by US Mail.

GUNNISON COUNTY ATTORNEY'S OFFICE
Matthew R. Hoyt – County Attorney
Alex San Filippo-Rosser – Deputy County Attorney
Sammy Obaid – Assistant County Attorney
http://www.gunnisoncounty.org/records

Public Records Request Form

Requests for public records are made pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq*., the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301 *et seq*., or other applicable law

Date of Request: _____
Requested by: _____ Organization: _____
Address: _____ City: _____ State: ____ Zip: _____
Phone #: _____ Email: _____

INSTRUCTIONS: Please provide the name, date, and/or description of document(s) requested, with as much detail as possible. A request which is overly broad, vague, ambiguous or voluminous may delay the processing of your request and may result in increased fees (please see Fees section below). Please attach an additional page, if needed, to list these items in detail. Should you require assistance in filling out this form, please call the County Attorney's office at (970) 641-5300.*

Description of Document(s) Requested:

County Department/Office where document(s) may be maintained: _____

*The County Attorney's Office represents the Board of County Commissioners of Gunnison County and does not purport to provide legal advice to, or establish an attorney-client relationship with, any person or entity other than the Board. Should you have questions about your legal rights under the Colorado Open Records Act, please contact an attorney of your choice.

If you are requesting records from the Gunnison County Sheriff's Office, please review and sign the following affirmation:

AFFIRMATION

C.R.S. § 24-72-305.5 provides that the records custodian shall deny any person access to criminal justice records unless a statement is signed which affirms that such records shall not be used for direct solicitation of business for pecuniary gain.

Furthermore, it is unlawful to obtain a copy of a booking photograph knowing (1) that the booking photograph will be placed in a publication or posted to a website, and (2) that removal of the booking photograph from the publication or website requires the payment of a fee or other exchange for pecuniary gain.

I SOLEMNLY AFFIRM THAT I SHALL NOT USE THE REQUESTED INFORMATION FOR THE DIRECT SOLICITATION OF BUSINESS FOR PECUNIARY GAIN AND ACKNOWLEDGE THAT SUCH IS A VIOLATION PUNISHABLE AS AN UNCLASSIFIED MISDEMEANOR PURSUANT TO C.R.S. § 24-72-309.

SIGNATURE: _____ Date: _____

Some public records are available at county offices and on the Gunnison County website (www.gunnisoncounty.org) without the need to tender a formal request for open records. These records include, but are not limited to, documents recorded with the Gunnison County Clerk and Recorder, marriage certificates, land use development applications and permits, other Board and Commission agendas and minutes (*e.g.*, Board of Equalization, Environmental Health Board, Gunnison-Hinsdale Board of Human Services), vital records, property tax information, tax liens and foreclosure information.

Note: Gunnison County is not the custodian of records for judicial matters. Please contact the Gunnison Combined Courts at 970-642-8300 for records related to judicial matters.

If the records are available pursuant to C.R.S. § 24-72-201 *et seq.* or C.R.S. § 24-72-301 *et. seq.*, the records shall be made available for viewing within three working days. If extenuating circumstances exist such that the custodian cannot gather the records within the three-day period, the period shall be extended an additional seven working days. The requestor shall be notified of the extension within the first three working days of receiving the request.

Open records requests may be denied if disclosure of the record would be contrary to public interest as defined by statute or otherwise unlawful. Also, the Open Records Act makes available only public documents that already exist. An agency is not required to create or manipulate a record to respond to a request.

FEES:

- Copy costs: The fee shall be $0.25 per standard page, unless actual costs exceed that amount, in which case actual costs may be charged.
- Actual costs: Any other actual cost or expense(s) associated with the production of the request shall be charged to the requestor. These costs may include, but are not limited to, engineering copies, certified copies or other reproduction, color photographs, data storage devices, and postage and handling.
- Staff time costs: Staff time to research, redact information pursuant to statute, retrieve and distribute public records shall be charged at $41.37 per hour, with no charge for the first one hour. Records may be delivered in person upon inspection, electronically by email (subject to email size limitations), by cloud-based data storage services (*e.g.*, SharePoint or similar such software), by facsimile or by U.S. Mail. All payments for public records must be received in advance of releasing the requested records.

FILING INSTRUCTIONS:

You may fill out the electronic form and email it to: records@gunnisoncounty.org. Otherwise, you may print the form, fill it out, and then submit it by fax at (970) 641-7696, by mail to 200 E. Virginia Avenue, Gunnison, CO 81230, Attention County Attorney, or in person at the office of the Gunnison County Attorney at the above address.

SECTION I GENERAL AND ADMINISTRATIVE POLICIES

(Adopted by the BOCC September 7, 2010; Amended January 13, 2015; Amended March 15, 2022; Amended July 2, 2024)

NUMBER:	**I.12 Guidelines for Handling Requests for Public (Open) Records**
PURPOSE:	To comply with the Colorado Revised Statutes 24-72-201 et seq. regarding access to public records.
SCOPE:	This policy applies to all documents in the custody or control of Gunnison County employees, elected officials and County boards and committees.
OFFICE OF PRIMARY RESPONSIBILITY:	Custodian of Records and Office of the Gunnison County Attorney

POLICY:

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FEES:

1. Records Available Atat No Charge. Requests for records which fit the following criteria may, in the judgment of the official custodian, be provided free of charge:

   a. Per request, documents which do not exceed ten standard pages; or

   b.a. Items that are available on the Gunnison County website: www.gunnisoncounty.orgwww.gunnisoncounty.org or are otherwise readily accessible in electronic form. without requiring more than one hour of staff time to compile and review.

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2. Charges. In all cases where a person has the right to inspect any public record, the requestor may incur costs such as copies, printouts, staff time, or expenses to obtain such record as follows:

   a. Copy Costs: The fee shall be $.25 per standard page, unless actual costs exceed that amount, in which case actual costs may be charged.

   b. Staff Time: Staff time to research, redact information pursuant to statute, retrieve and distribute public records shall be charged at $~~33.58~~41.37 per hour, with no charge for the first full hour.

   c. Actual Costs and Expenses: Any actual ~~cost~~costs or ~~expense(s)~~expenses associated with the production of the request shall be charged to the requestor. These costs may include, but are not limited to, engineering copies, certified copies or other reproduction, color photographs, etc.

   d. ~~CD/DVD Recording~~Data Storage Costs: The cost associated with production of videos, audio recordings, media, or other ~~media~~large files will be $10 per ~~CD/DVD or Flash Drive created~~data storage device, such as a flash drive.

   e. Postage and handling costs: The requestor shall pay for all postage and handling costs associated with the request for records.

~~3.~~ 3. Cost Estimates~~,~~ and Deposits. An estimate of copy costs, staff time, and actual costs and expenses for providing records~~, including voluminous records requests,~~ will be provided to the requestor~~,~~ if ~~required~~more than one hour of staff time is necessary to complete the request. After one hour of staff time is spent on a request, staff will pause work on the request until Gunnison County receives a non-refundable deposit of 50% of the estimated cost of completing the request. After receipt of the 50% deposit, staff will finish working on the request and send a final invoice to the requestor for the actual time spent and resources committed to complete the request. Upon full payment of the final invoice, staff will release the requested records.

~~4.~~ 4. Payment. Checks, money orders or credit card payment for records requests shall be made payable to Gunnison County prior to Gunnison County releasing any record(s). Additional costs may apply for credit card transactions.

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Inspection of Public Records:

1. Time for Inspection of Records – Three Working Days. The custodian shall set a date and time within three (3) working days when the records will be available for inspection. If the requested records are in active use~~,~~ or are in storage and therefore are not available right away, this information shall be communicated to the requestor in writing if necessary. The time period for response begins ~~when~~after Gunnison County receives the properly submitted request during regular business hours on ~~the~~ Gunnison County's official Public Records Request Form. If a request requires payment, the time for inspection of records is tolled from the time a Cost Estimate is sent to the requestor until payment of the Deposit.

2. Extension of Time ~~to~~by Seven Working Days. The period of providing requested records for review may be extended up to seven (7) working days if the custodian determines

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that one of the following conditions exists, and~~,~~ states such condition in writing to the requestor within the first three days that the request was received:

~~a.~~ A broadly stated request is made that encompasses all or substantially all of a large category of records and the request is

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a. without sufficient specificity to allow the custodian reasonably to prepare or gather the records within the three-day period; or

b. A broadly stated request is made that encompasses all or substantially all of a large category of records and the agency is unable to prepare or gather the records within the three-day period because:

1) The agency needs to devote all or substantially all of its resources to meeting an impending deadline or period of peak demand that is either unique or not predicted to recur more frequently than once a month; or

2) A request involves such a large volume of records that the custodian cannot reasonably prepare or gather records within the three-day period without substantially interfering with the custodian's obligation to perform his or her other public service responsibilities.

In no event can extenuating circumstances apply to a request that relates to a single, specifically identified document or record.

If the request is too broad, speculative or voluminous to prepare in seven (7) days, Gunnison County may request relief from the court, including attorney's fees, as provided by law.

3. In no event may a requestor remove records or add records to those provided for review. The requestor shall not bring and shall not use photocopiers, fax machines, CD/DVD's, flash drives, electronic devices or any other copy, scanning or reproduction device to copy Gunnison County records. Copies will be made at inspection or at a later time, depending upon volume.

4. Gunnison County is under no obligation to allow the public access to Gunnison County computers nor is Gunnison County obligated to provide records in electronic format.

5. Gunnison County is under no obligation to create a record in response to a request.

6. Delivery of Records. Records may be delivered by Gunnison County by providing the records in person upon inspection, electronically by email (subject to email size limitations~~),~~) or cloud-based data storage services, by facsimile or by US Mail.

~~5.~~

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Crystal River Augmentation Need

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Letter of Support; Crystal River Augmentation Need

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 6/25/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/25/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 7/2/2024

Revised April 2015

Crystal River Augmentation Needs

September 28th, 2023



Presented to the Crystal River Stakeholders

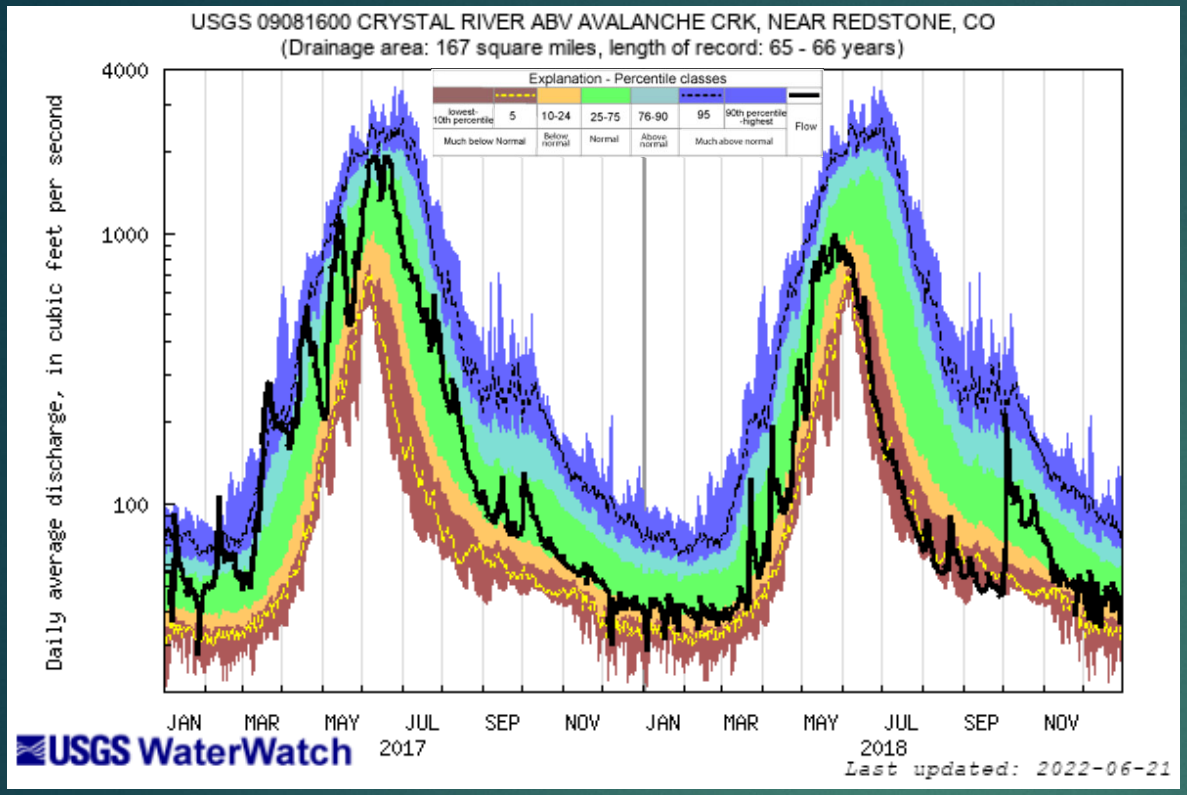
WEST DIVIDE
WATER CONSERVANCY DISTRICT

COLORADO RIVER DISTRICT
PROTECTING WESTERN COLORADO WATER SINCE 1937

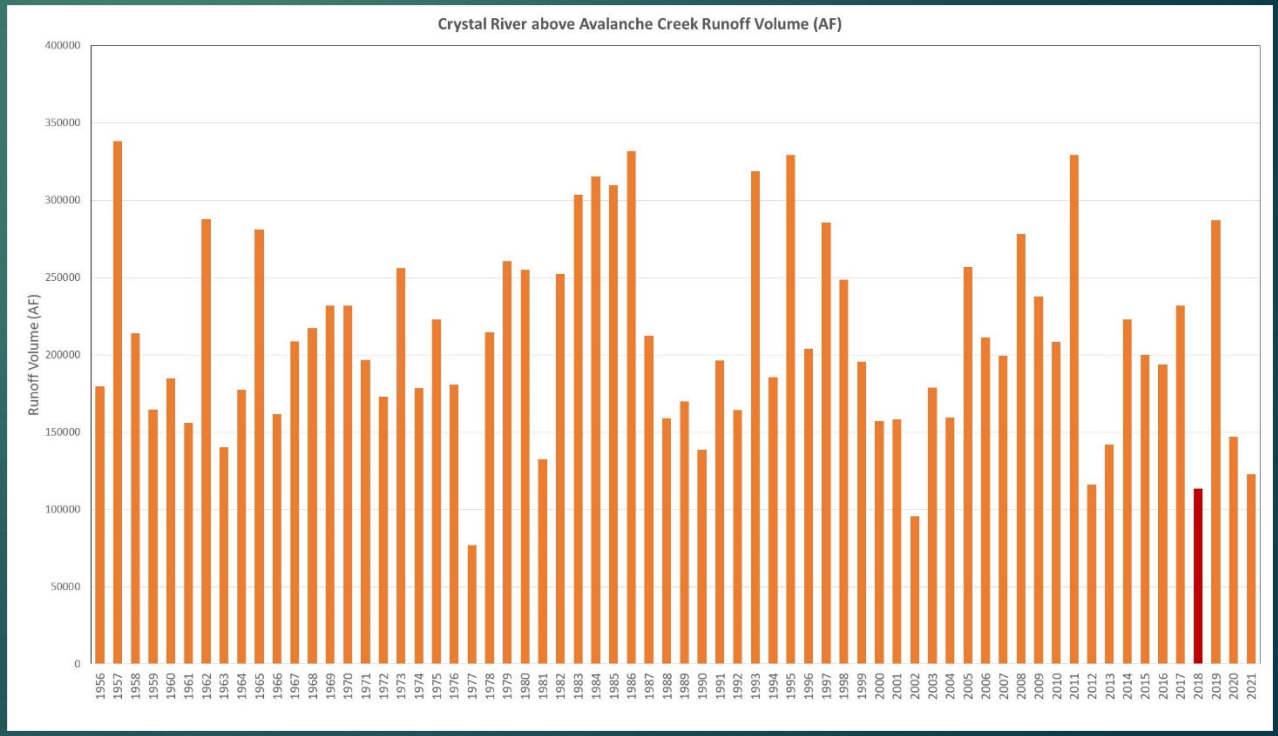
Background

- 2018 Administration of the Crystal River identified water users lacking a **legal supply of water**.
  - Ella Ditch call
  - All rights junior to 1902 were out of priority
  - Recent history - only the 1975 minimum instream flow had placed a call.
- Town of Carbondale, Town of Marble and at least 5 subdivisions were out-of-priority.
- Reasonable to expect more frequent senior irrigation "calls" in future





2018 Hydrology



Key Points

- **no mainstem storage was considered**
- potential solutions above the Sweet Jessup diversion will not impact the potential for future Wild and Scenic designation
- the Districts prioritized the examination of and assist with natural infrastructure/restoration opportunities (ex. Janeway project) that could help address current augmentation needs on the Crystal.

Future Administration

- Temporary
  - Curtail all outdoor uses when a senior local call is placed while a permanent solution is developed.
  - Indoor domestic uses will be allowed.
- Permanent
  - Find a local replacement supply of water to prevent injury to senior water rights & decree a plan for augmentation.





Complications

- Ella Ditch – Call takes all available streamflow
  - Substitute supply must be located above this structure to prevent injury
- Instream Flow Water Rights
  - 4 different reaches
  - Some of the oldest ISF rights
  - 2 stream gages to administer

ISF Reach	Description	ISF Winter (cfs) Oct-Apr	ISF Summer (cfs) May - Sept
Lower	RFR to Avalanche	60	100
Lower Middle	Avalanche to Carbonate	40	80
Upper Middle	Carbonate to Yule	45	45
Upper	Yule to N&S Forks	35	35

- Division of Water Resources
  - Stressed need for upstream storage for year-round supply
  - Supports a regional solution over individual plans
    - Increases administrative efficiency

ISF Analysis

Table 5a: % of Month Lower Reach ISF Not Met

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	52%	62%	0%	0%	0%	0%	0%	0%	0%	0%	0%	23%
2001	74%	96%	48%	0%	0%	0%	0%	0%	30%	0%	20%	90%
2002	100%	100%	52%	0%	0%	0%	23%	97%	50%	0%	3%	55%
2003	94%	96%	32%	0%	0%	0%	0%	0%	7%	0%	0%	13%
2004	52%	100%	23%	0%	0%	0%	0%	10%	33%	0%	3%	10%
2005	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2006	0%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2007	3%	0%	3%	0%	0%	0%	0%	58%	67%	0%	0%	3%
2008	6%	0%	0%	0%	0%	0%	0%	0%	20%	45%	0%	0%
2009	0%	0%	0%	0%	0%	0%	0%	65%	100%	29%	37%	55%
2010	100%	11%	0%	0%	0%	0%	0%	61%	100%	10%	0%	0%
2011	6%	11%	0%	0%	0%	0%	0%	3%	60%	0%	0%	0%
2012	10%	7%	3%	0%	0%	0%	84%	100%	100%	10%	37%	100%
2013	100%	100%	65%	0%	0%	0%	23%	90%	40%	0%	0%	0%
2014	3%	0%	0%	0%	0%	0%	0%	29%	20%	0%	0%	0%
2015	3%	0%	0%	0%	0%	0%	0%	23%	33%	6%	0%	0%
2016	0%	0%	0%	0%	0%	0%	6%	81%	93%	0%	0%	0%
2017	6%	0%	0%	0%	0%	0%	0%	45%	100%	0%	0%	3%
2018	6%	14%	6%	0%	0%	0%	84%	100%	100%	6%	0%	26%
2019	48%	0%	0%	0%	0%	0%	0%	0%	77%	10%	0%	3%

Table 5b: % of Month Middle Lower Reach ISF Not Met

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	16%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%
2001	32%	29%	6%	0%	0%	0%	0%	0%	50%	0%	17%	77%
2002	100%	100%	19%	0%	0%	0%	29%	100%	57%	0%	0%	35%
2003	71%	89%	26%	0%	0%	0%	0%	0%	13%	0%	0%	6%
2004	19%	55%	10%	0%	0%	0%	0%	19%	47%	0%	0%	3%
2005	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2006	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2007	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2008	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2009	0%	0%	0%	0%	0%	0%	0%	0%	33%	0%	0%	13%
2010	13%	57%	6%	0%	0%	0%	0%	0%	13%	0%	0%	0%
2011	6%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2012	6%	0%	3%	0%	0%	0%	0%	84%	97%	0%	13%	77%
2013	94%	100%	32%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2014	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2015	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2016	0%	0%	0%	0%	0%	0%	0%	0%	7%	0%	0%	0%
2017	10%	0%	0%	0%	0%	0%	0%	0%	27%	0%	0%	16%
2018	32%	50%	16%	0%	0%	0%	16%	87%	100%	0%	3%	19%
2019	19%	32%	0%	0%	0%	0%	0%	0%	0%	0%	0%	13%

Table 5c: % of Month Upper Lower Reach ISF Not Met

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	100%	100%	100%	17%	0%	0%	0%	39%	63%	94%	100%	100%
2001	100%	100%	100%	53%	0%	0%	0%	0%	93%	100%	100%	100%
2002	100%	100%	97%	0%	0%	0%	65%	100%	93%	87%	100%	100%
2003	100%	100%	100%	33%	0%	0%	0%	23%	57%	100%	100%	100%
2004	100%	100%	61%	0%	0%	0%	0%	65%	60%	71%	100%	100%
2005	100%	100%	100%	10%	0%	0%	0%	0%	27%	0%	77%	100%
2006	100%	100%	97%	0%	0%	0%	0%	0%	40%	0%	43%	100%
2007	100%	100%	39%	0%	0%	0%	0%	0%	37%	0%	93%	97%
2008	100%	100%	97%	43%	0%	0%	0%	0%	33%	94%	100%	100%
2009	100%	100%	74%	20%	0%	0%	0%	16%	93%	100%	100%	100%
2010	100%	100%	100%	30%	0%	0%	0%	0%	73%	97%	100%	94%
2011	100%	100%	90%	3%	0%	0%	0%	0%	17%	68%	100%	100%
2012	100%	100%	68%	0%	0%	0%	19%	100%	100%	100%	100%	100%
2013	100%	100%	100%	87%	0%	0%	0%	39%	33%	10%	100%	100%
2014	100%	100%	100%	27%	0%	0%	0%	0%	0%	3%	90%	100%
2015	100%	100%	52%	0%	0%	0%	0%	10%	17%	77%	100%	100%
2016	100%	100%	100%	13%	0%	0%	0%	13%	73%	97%	100%	100%
2017	100%	96%	45%	0%	0%	0%	0%	6%	90%	81%	100%	100%
2018	100%	100%	97%	47%	0%	0%	42%	100%	100%	61%	100%	100%
2019	100%	100%	90%	13%	0%	0%	0%	0%	37%	100%	100%	100%

Table 5d: % of Month Upper Reach ISF Not Met

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	100%	100%	100%	13%	0%	0%	0%	0%	23%	71%	100%	100%
2001	100%	100%	100%	43%	0%	0%	0%	0%	67%	100%	100%	100%
2002	100%	100%	94%	0%	0%	0%	48%	100%	67%	68%	100%	100%
2003	100%	100%	100%	33%	0%	0%	0%	0%	37%	100%	100%	100%
2004	100%	100%	58%	0%	0%	0%	0%	26%	53%	6%	77%	100%
2005	100%	100%	97%	7%	0%	0%	0%	0%	0%	0%	30%	100%
2006	100%	100%	87%	0%	0%	0%	0%	0%	20%	0%	7%	87%
2007	100%	100%	39%	0%	0%	0%	0%	0%	7%	0%	67%	87%
2008	100%	100%	84%	3%	0%	0%	0%	0%	3%	81%	100%	100%
2009	100%	100%	58%	20%	0%	0%	0%	0%	73%	94%	100%	100%
2010	100%	100%	100%	27%	0%	0%	0%	0%	43%	90%	100%	94%
2011	100%	100%	65%	3%	0%	0%	0%	0%	0%	13%	80%	100%
2012	100%	100%	58%	0%	0%	0%	0%	90%	100%	100%	100%	100%
2013	100%	100%	100%	80%	0%	0%	0%	0%	10%	0%	77%	100%
2014	100%	100%	100%	27%	0%	0%	0%	0%	0%	0%	57%	100%
2015	100%	100%	48%	0%	0%	0%	0%	0%	0%	39%	73%	100%
2016	100%	100%	77%	10%	0%	0%	0%	0%	20%	77%	100%	100%
2017	97%	93%	45%	0%	0%	0%	0%	0%	50%	68%	100%	100%
2018	100%	100%	97%	20%	0%	0%	23%	97%	100%	48%	100%	100%
2019	100%	100%	84%	3%	0%	0%	0%	0%	13%	100%	100%	100%

Exchange Potential

Table 6c: Overall Exchange Potential (AF)												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2000	83.2	37.8	667.1	733.7	27038.6	23697.9	110.2	0.0	0.0	0.0	992.2	352.1
2001	43.6	1.4	573.4	477.0	26246.2	25898.8	267.9	0.0	0.0	0.0	508.4	12.7
2002	0.0	0.0	552.5	0.0	5560.9	5637.0	0.0	0.0	0.0	0.0	1081.1	139.5
2003	4.8	12.6	646.3	0.0	31511.5	42144.7	2139.9	0.0	0.0	0.0	1387.1	674.2
2004	209.6	0.0	3799.2	0.0	19356.3	27276.9	863.0	0.0	0.0	0.0	2107.7	1011.5
2005	1135.9	869.4	1823.6	2002.4	36166.7	57689.7	28454.4	206.5	0.0	0.0	3144.4	1585.3
2006	1295.7	1034.0	2340.6	4525.5	37645.4	39683.6	1447.5	0.0	0.0	343.1	4011.7	2269.9
2007	1439.3	1060.3	6684.4	1245.3	30456.8	28504.5	265.2	0.0	0.0	0.0	1853.4	1698.8
2008	843.8	625.5	1820.5	2075.1	26553.5	79416.2	34055.7	577.8	0.0	0.0	1522.9	988.4
2009	976.7	779.9	2960.4	3151.0	56211.9	45734.4	11624.9	0.0	0.0	0.0	165.5	110.7
2010	0.0	27.1	496.8	3292.7	17358.6	58204.2	4098.5	34.9	0.0	0.0	1729.4	1721.9
2011	792.0	412.7	2279.6	0.0	15640.0	119020.0	67680.0	345.6	0.0	0.0	2304.1	1086.1
2012	545.3	270.9	3136.7	1678.0	10525.5	5286.7	0.0	0.0	0.0	0.0	102.3	0.0
2013	0.0	0.0	155.9	0.0	15454.2	31054.7	192.6	0.0	0.0	0.0	2605.3	1319.3
2014	601.3	443.3	1646.6	2615.1	21215.3	59853.8	10925.4	0.0	40.9	0.0	2817.3	1587.3
2015	1174.9	902.9	3946.9	0.0	4279.3	59859.8	7119.8	0.0	0.0	0.0	2346.5	1419.7
2016	1122.9	1331.6	2642.5	0.0	14096.9	61552.7	3442.0	0.0	0.0	0.0	1201.7	1132.0
2017	785.9	1145.6	6342.5	1601.2	19308.2	69629.1	11511.6	0.0	0.0	0.0	950.6	204.7
2018	107.3	31.9	637.2	0.0	19130.8	10320.1	0.0	0.0	0.0	0.0	969.8	234.0
2019	68.7	111.9	1479.7	4265.0	9899.7	78642.0	60522.3	2881.0	0.0	0.0	1145.0	795.6
Average	**562**	**455**	**2232**	**1383**	**22183**	**46455**	**12236**	**202**	**2**	**17**	**1647**	**917**

Demand Quantification

- In addition to the noticed water users, the full tabulation of water rights was researched to understand the quantity of substitute supply needed.
- Best engineering judgement was used to quantify the potential demands from these structures (irrigation, domestic, evaporation, etc.)
- Total replacements were quantified by assuming the "call period" for the ISF & senior irrigation rights

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Senior Irrigation Call Period Potential @ Ella	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	0%	0%
ISF Lower/Lower Middle Call Potential	100%	100%	100%	0%	0%	0%	100%	100%	100%	100%	100%	100%
ISF Upper/Upper Middle Call Potential	100%	100%	100%	100%	0%	0%	100%	100%	100%	100%	100%	100%

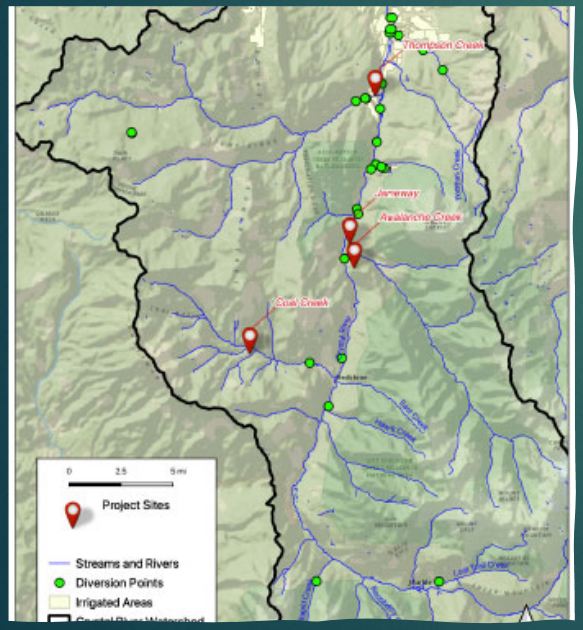
Replacements by Region

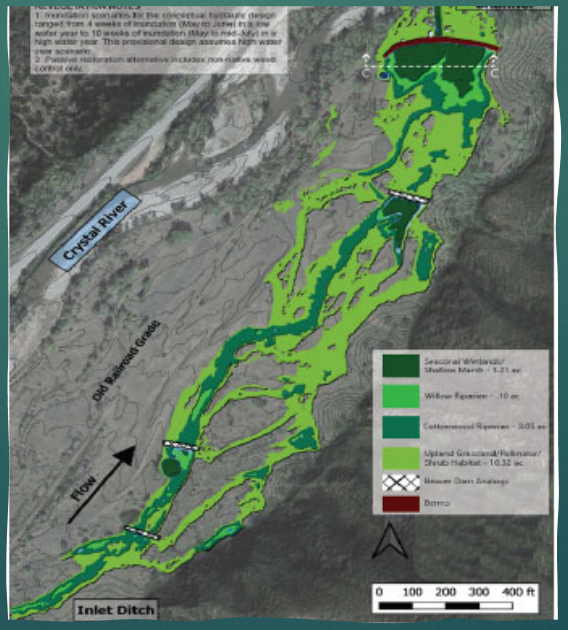
Region	Region	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Replacement (AF)*
1	Senior to ISF	0.0	0.0	0.0	0.0	0.0	0.0	8.4	7.2	5.6	4.1	0.0	0.0	25.22
1	Senior to ISF (Beaver Lake & Orlosky Reservoirs)	0.0	0.0	0.0	0.0	0.0	0.0	19.4	15.8	13.3	9.1	0.0	0.0	57.61
1	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**27.8**	**22.9**	**18.9**	**13.2**	**0.0**	**0.0**	**82.82**
2	Crystal River: Avalanche to Roaring Fork R (Lower)	0.4	0.4	0.4	0.0	0.0	0.0	1.2	1.1	0.9	0.6	0.4	0.4	5.83
2	**Total**	**0.4**	**0.4**	**0.4**	**0.0**	**0.0**	**0.0**	**1.2**	**1.1**	**0.9**	**0.6**	**0.4**	**0.4**	**5.83**
3	Crystal River: Carbonate to Avalanche Ck (Lower Middle)	0.3	0.4	0.7	0.0	0.0	0.0	2.7	2.2	1.7	0.9	0.4	0.3	9.72
3	**Total**	**0.3**	**0.4**	**0.7**	**0.0**	**0.0**	**0.0**	**2.7**	**2.2**	**1.7**	**0.9**	**0.4**	**0.3**	**9.72**
4	Crystal River: Yule to Carbonate (Upper Middle)	0.0	0.0	0.0	0.1	0.0	0.0	0.5	0.4	0.3	0.1	0.0	0.0	1.28
4	Lost Trail Creek: Headwaters to Crystal River	0.01	0.01	0.01	0.01	0.00	0.00	0.01	0.01	0.01	0.01	0.01	0.01	0.11
4	South Fork of Crystal: Rock Creek to North Fork	0.02	0.02	0.02	0.02	0.00	0.00	0.03	0.03	0.03	0.02	0.02	0.02	0.24
4	Yule Creek: headwaters to Crystal River	0.04	0.03	0.04	0.04	0.00	0.00	0.04	0.04	0.04	0.04	0.04	0.04	0.36
4	**Total**	**0.1**	**0.1**	**0.1**	**0.1**	**0.0**	**0.0**	**0.6**	**0.5**	**0.3**	**0.1**	**0.1**	**0.1**	**1.98**
	Total SR to ISF	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**27.8**	**22.9**	**18.9**	**13.2**	**0.0**	**0.0**	**82.82**
	Total JR to ISF	**0.8**	**0.8**	**1.1**	**0.1**	**0.0**	**0.0**	**4.5**	**3.8**	**3.0**	**1.7**	**0.9**	**0.8**	**17.53**
	Grand Total	**0.8**	**0.8**	**1.1**	**0.1**	**0.0**	**0.0**	**32.3**	**26.8**	**22.0**	**14.8**	**0.9**	**0.8**	**100.35**

- Additional water for future development within the basin is also being considered.
  - Ability for a Household Use Only exempt well owner to irrigate a small lawn/garden, for example.

Identified Supplies

- Janeway
  - Potential "Natural Infrastructure" project.
  - Reconnect the floodplain, promote vegetative uplift, and provide lagged return flows.
  - Engineering can identify lagged return flows and claim as augmentation credit





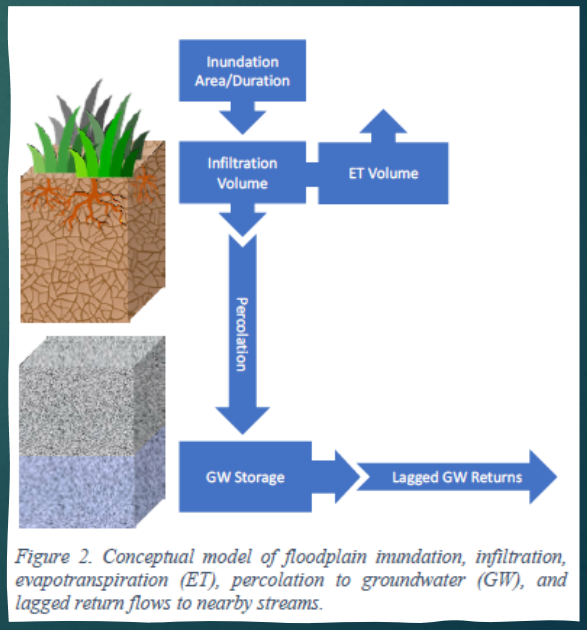


Figure 2. Conceptual model of floodplain inundation, infiltration, evapotranspiration (ET), percolation to groundwater (GW), and lagged return flows to nearby streams.

Identified Supplies

- Beaver Lake
  - Working with Marble/CPW to determine usable storage in this existing structure
    - Balance recreation, fishery, and support augmentation needs.
  - Updated survey competed, talks ongoing.
- Rapid Creek Pond
  - Working with landowner
  - Could yield up to 10 - 40 acre-feet



Identified Supplies

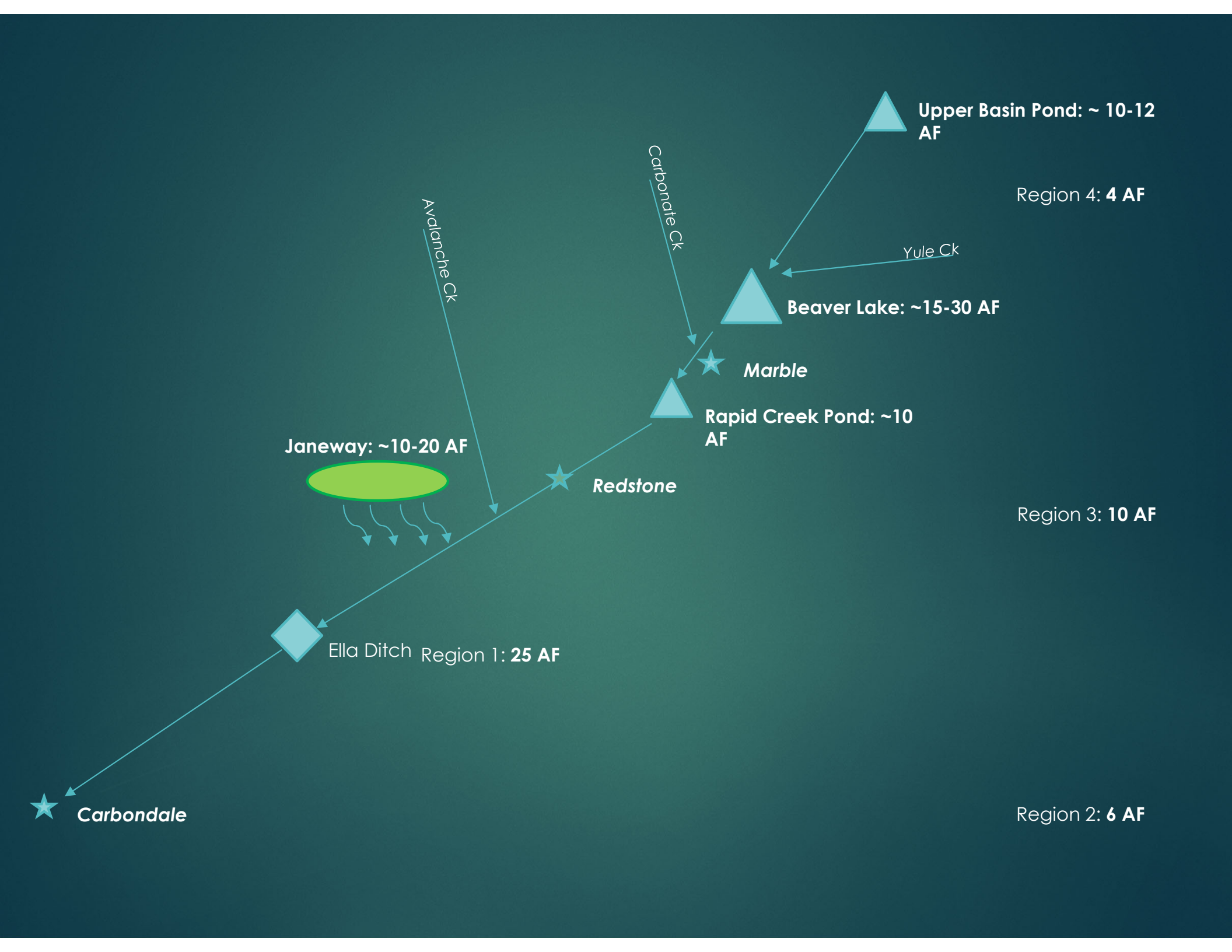
- Upper Basin Pond
  - Working with landowner
  - Could yield up 5-10 acre-feet
  - Negotiations ongoing.
- **To understand how the identified supplies can meet demands, scenario modeling was developed.**



Demands Included in Scenario Modeling

- Removed Beaver Lake and Orlosky Reservoirs – demands too high; will be administered
- Region 4 includes some demands on tributaries that will likely be removed for final analysis as no tributary supplies identified.
  - Some potential to augment by exchange, but ISF makes this difficult (gage can be installed at any time)

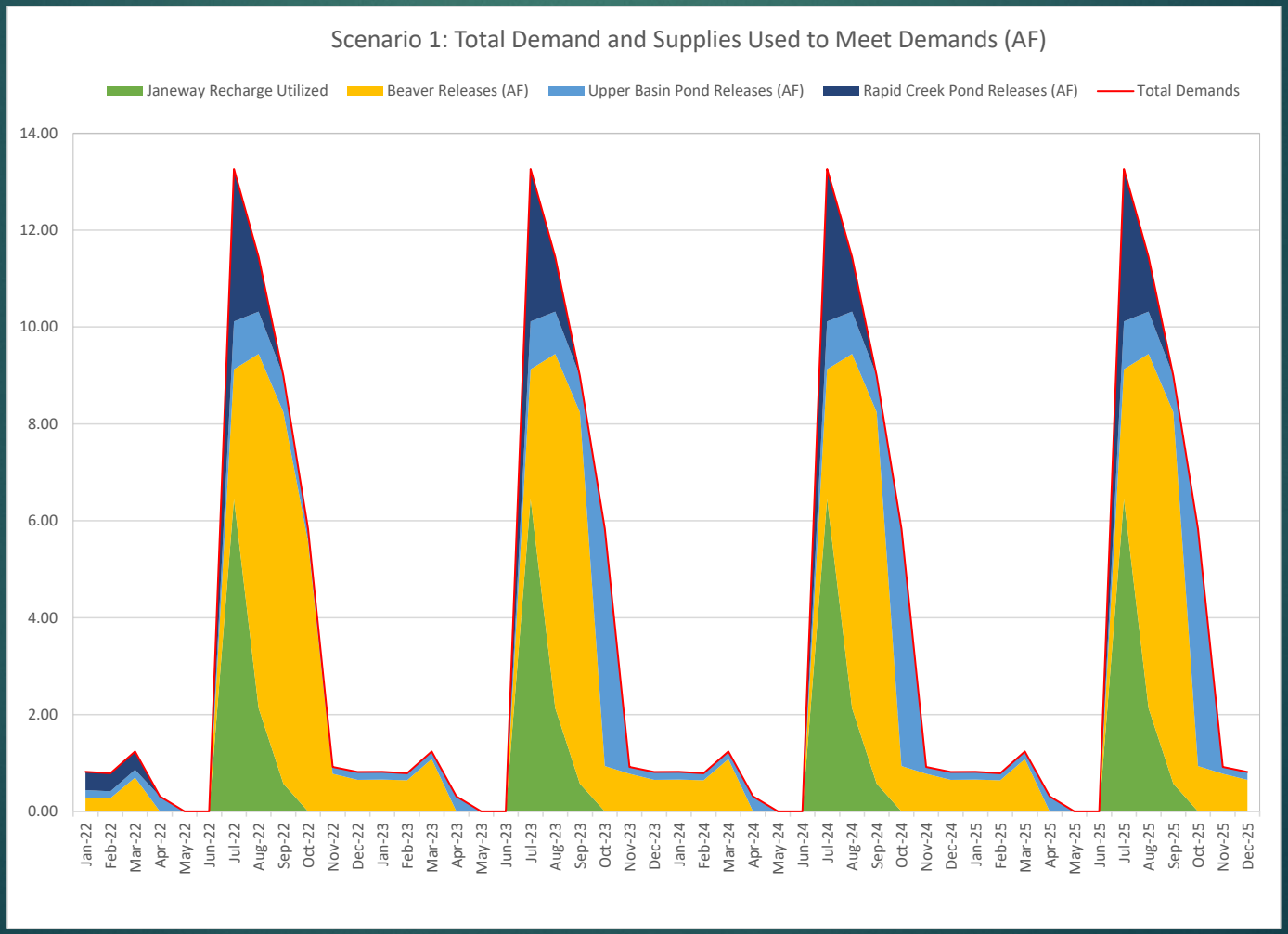
Demands Included in Scenario Modeling														
Reach	ID	ISF Reach	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	**Sr to ISF**	**N/A**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**8.31**	**7.13**	**5.55**	**4.02**	**0.00**	**0.00**	**25.01**
1	Sr to ISF	Beaver Only													
2	**Jr to ISF**	**Avalanche to Roaring Fork R (Lower)**	**0.38**	**0.37**	**0.38**	**0.00**	**0.00**	**0.00**	**1.29**	**1.14**	**0.96**	**0.61**	**0.44**	**0.37**	**5.94**
3	**Jr to ISF**	**Carbonate to Avalanche Ck (Lower Middle)**	**0.28**	**0.27**	**0.70**	**0.00**	**0.00**	**0.00**	**2.68**	**2.30**	**1.74**	**0.94**	**0.33**	**0.28**	**9.51**
4a	Jr to ISF	Yule to Carbonate (Upper Middle)	0.00	0.00	0.00	0.06	0.00	0.00	0.50	0.39	0.27	0.06	0.00	0.00	1.28
4b	Jr to ISF	Lost Trail Creek headwaters to Crystal River	0.01	0.01	0.01	0.01	0.00	0.00	0.01	0.01	0.01	0.01	0.01	0.01	0.11
4c	Jr to ISF	South Fork of Crystal (Rock Creek to North Fork)	0.11	0.10	0.11	0.20	0.00	0.00	0.44	0.44	0.43	0.16	0.10	0.11	2.21
4d	Jr to ISF	Yule Creek headwaters to Crystal River	0.04	0.03	0.04	0.04	0.00	0.00	0.04	0.04	0.04	0.04	0.04	0.04	0.36
4	**Jr to ISF**	**Includes 4-7**	**0.16**	**0.14**	**0.16**	**0.31**	**0.00**	**0.00**	**0.99**	**0.88**	**0.75**	**0.27**	**0.15**	**0.16**	**3.95**
Totals			**0.82**	**0.78**	**1.24**	**0.31**	**0.00**	**0.00**	**13.26**	**11.45**	**8.99**	**5.83**	**0.92**	**0.81**	**44.42**


Upper Basin Pond: ~ 10-12 AF
Region 4: 4 AF
Carbonate Ck
Avalanche Ck
Yule Ck
Beaver Lake: ~15-30 AF
Marble
Rapid Creek Pond: ~10 AF
Janeway: ~10-20 AF
Redstone
Region 3: 10 AF
Ella Ditch
Region 1: 25 AF
Carbondale
Region 2: 6 AF

Scenario 1

- Beaver Lake minimum storage trigger: 20 AF
- Upper Basin Pond: 12 AF
- Rapid Creek Pond: 5 AF
- Janeway Recharge (Apr-Jun): 10 AF/month

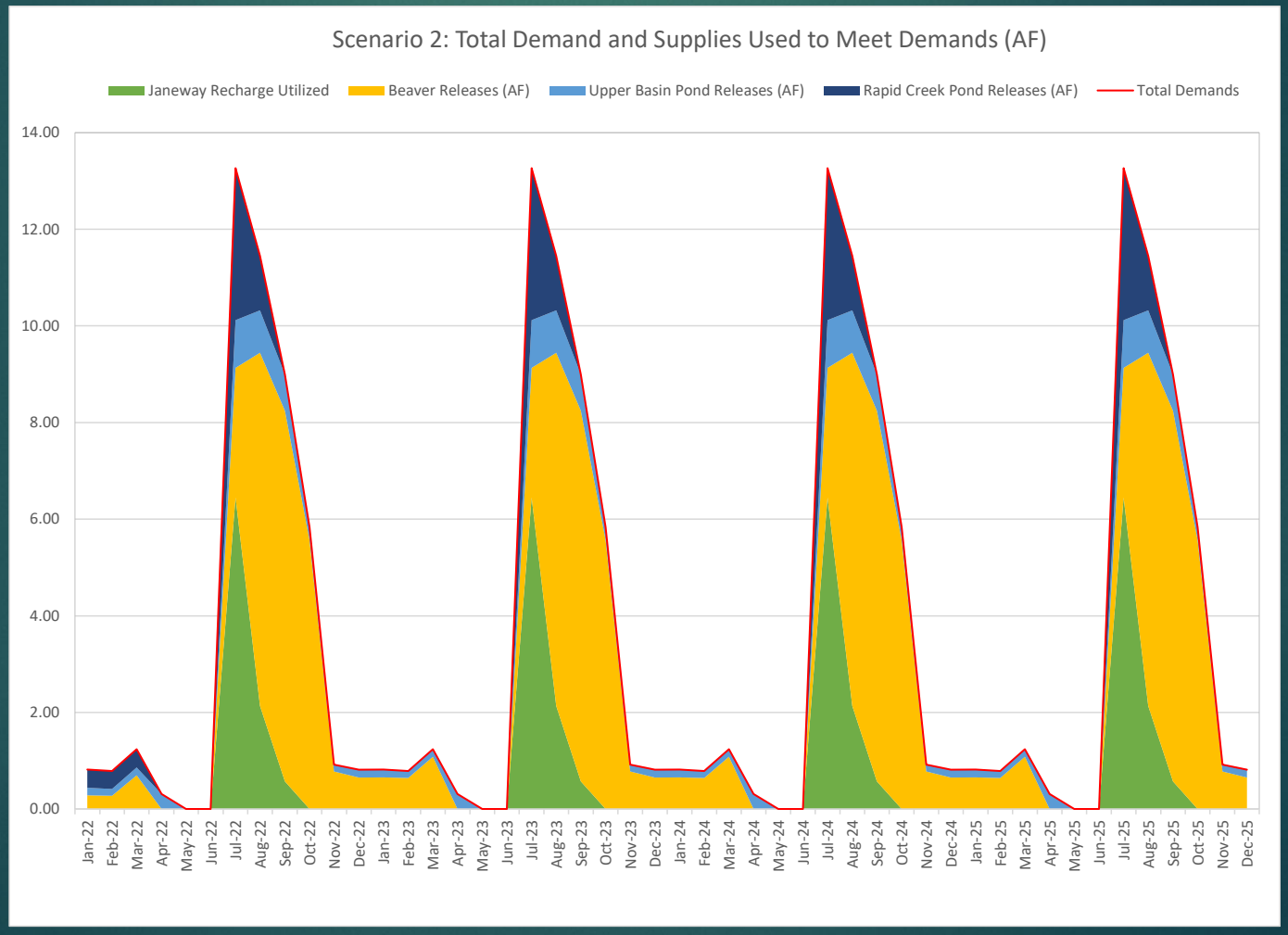
Scenario 1								
Year	Unmet Demands Regions 1-2	Unmet Demands Regions 3-4	Beaver Lake Releases	Upper Basin Pond Releases	Rapid Creek Pond Releases	Recharge Utilized	Total Augmentation	Total Demands
1	0.00	0.00	25.91	3.95	5.40	9.15	44.42	44.42
2	0.00	0.00	22.41	8.58	4.27	9.15	44.42	44.42
3	0.00	0.00	22.41	8.58	4.27	9.15	44.42	44.42
4	0.00	0.00	22.41	8.58	4.27	9.15	44.42	44.42



Scenario 2

- Beaver Lake minimum storage trigger: 15 AF
- Upper Basin Pond: 6 AF
- Rapid Creek Pond: 5 AF
- Janeway Recharge (Apr-Jun): 10 AF/month

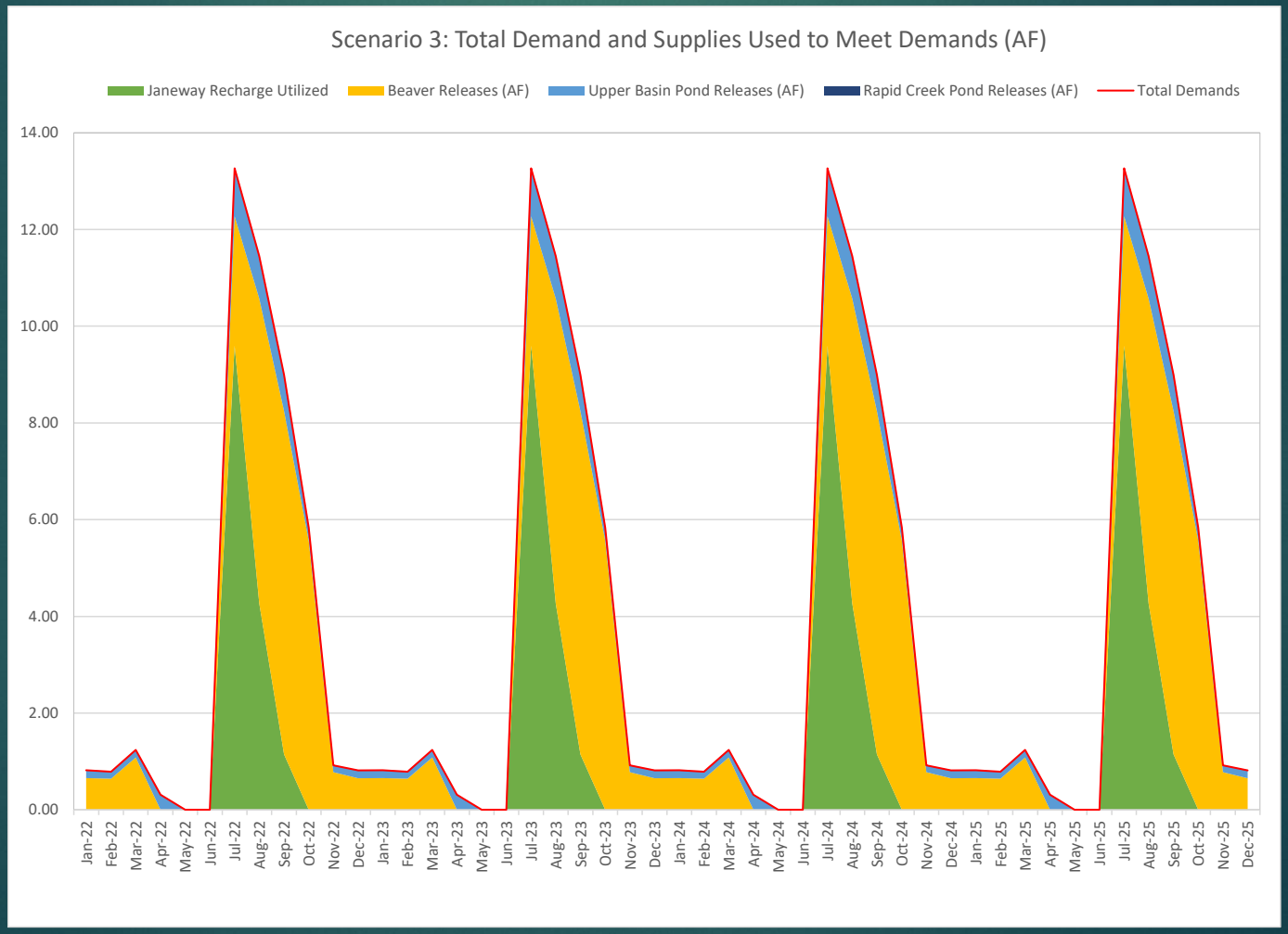
Scenario 2								
Year	Unmet Demands Regions 1-2	Unmet Demands Regions 3-4	Beaver Lake Releases	Upper Basin Pond Releases	Rapid Creek Pond Releases	Recharge Utilized	Total Augmentation	Total Demands
1	0.00	0.00	25.91	3.95	5.40	9.15	44.42	44.42
2	0.00	0.00	27.04	3.95	4.27	9.15	44.42	44.42
3	0.00	0.00	27.04	3.95	4.27	9.15	44.42	44.42
4	0.00	0.00	27.04	3.95	4.27	9.15	44.42	44.42



Scenario 3

- Beaver Lake minimum storage trigger: 20 AF
- Upper Basin Pond: 12 AF
- Rapid Creek Pond: 0 AF
- Janeway Recharge (Apr-Jun): 20 AF/month

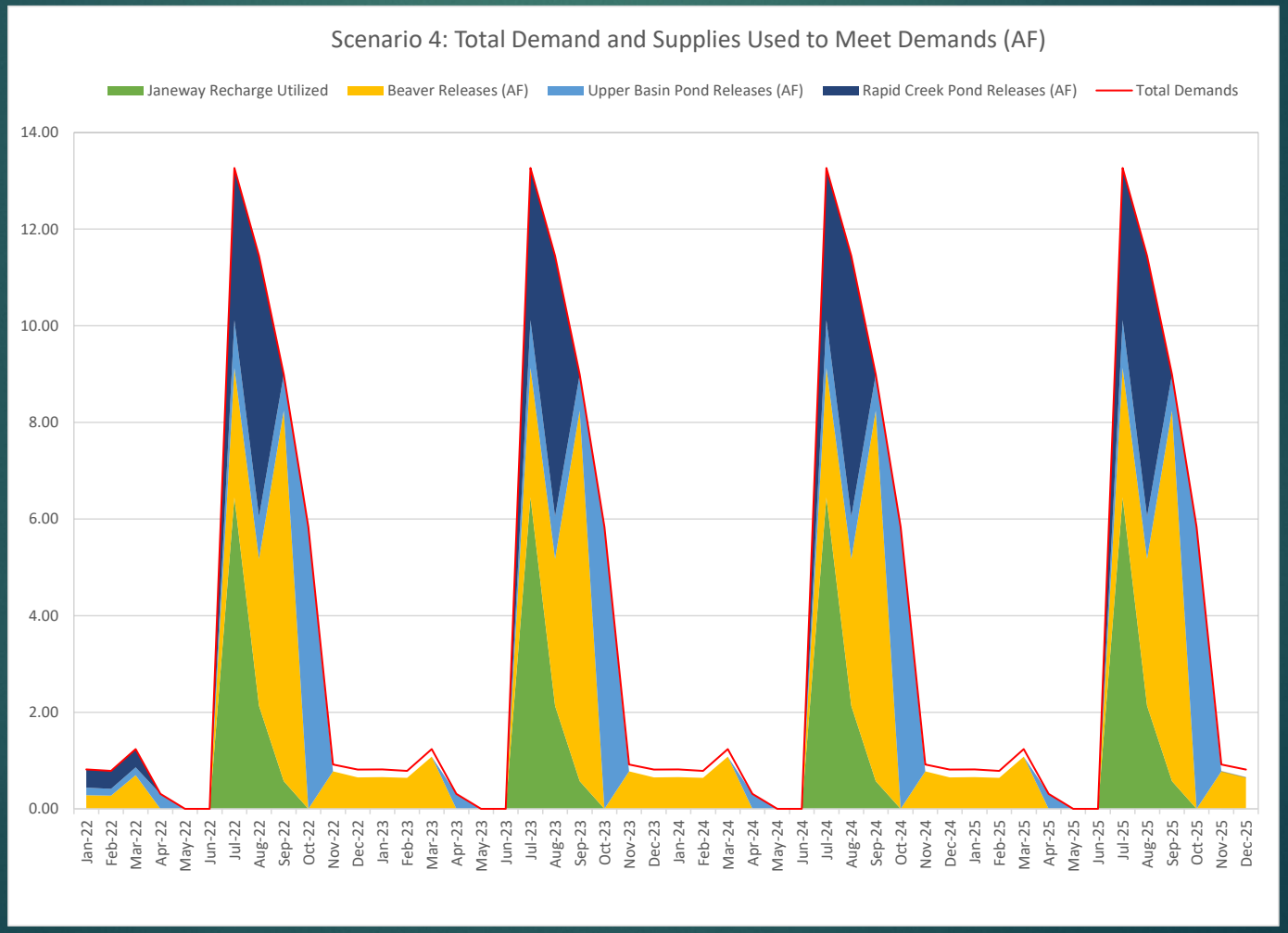
Scenario 3								
Year	Unmet Demands Regions 1-2	Unmet Demands Regions 3-4	Beaver Lake Releases	Upper Basin Pond Releases	Rapid Creek Pond Releases	Recharge Utilized	Total Augmentation	Total Demands
1	0.00	0.00	25.46	3.95	0.00	15.01	44.42	44.42
2	0.00	0.00	25.46	3.95	0.00	15.01	44.42	44.42
3	0.00	0.00	25.46	3.95	0.00	15.01	44.42	44.42
4	0.00	0.00	25.46	3.95	0.00	15.01	44.42	44.42



Scenario 4

- Beaver Lake minimum storage trigger: 30 AF
- Upper Basin Pond: 12 AF
- Rapid Creek Pond: 10 AF
- Janeway Recharge (Apr-Jun): 10 AF/month

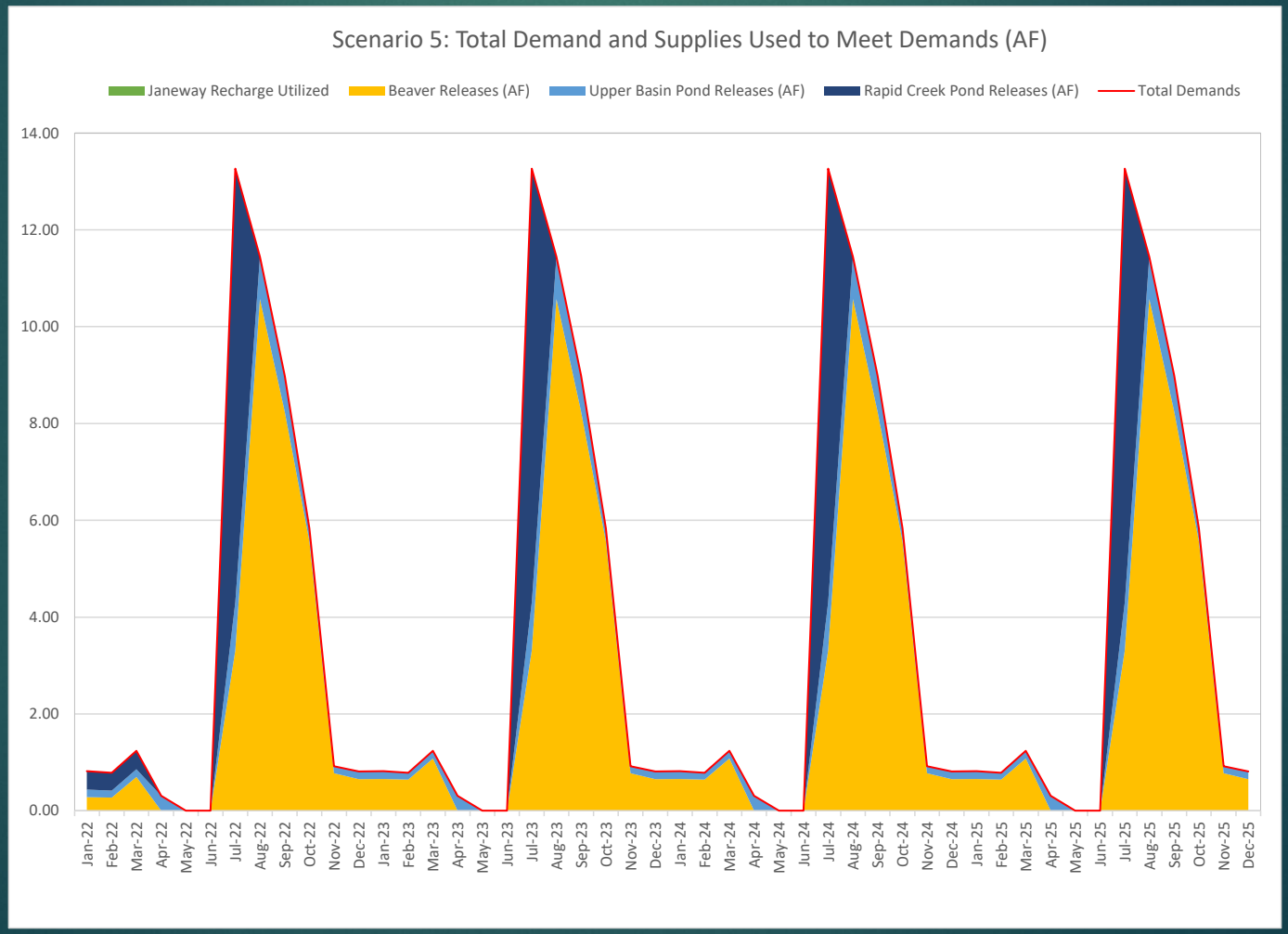
Scenario 4								
Year	Unmet Demands Regions 1-2	Unmet Demands Regions 3-4	Beaver Lake Releases	Upper Basin Pond Releases	Rapid Creek Pond Releases	Recharge Utilized	Total Augmentation	Total Demands
1	0.03	0.30	16.07	9.18	9.67	9.15	44.08	44.42
2	0.03	0.76	17.20	8.73	8.54	9.15	43.62	44.42
3	0.03	0.76	17.20	8.73	8.54	9.15	43.62	44.42
4	0.03	0.76	17.20	8.73	8.54	9.15	43.62	44.42



Scenario 5

- Beaver Lake minimum storage trigger: 15 AF
- Upper Basin Pond: 12 AF
- Rapid Creek Pond: 10 AF
- Janeway Recharge (Apr-Jun): 0 AF/month

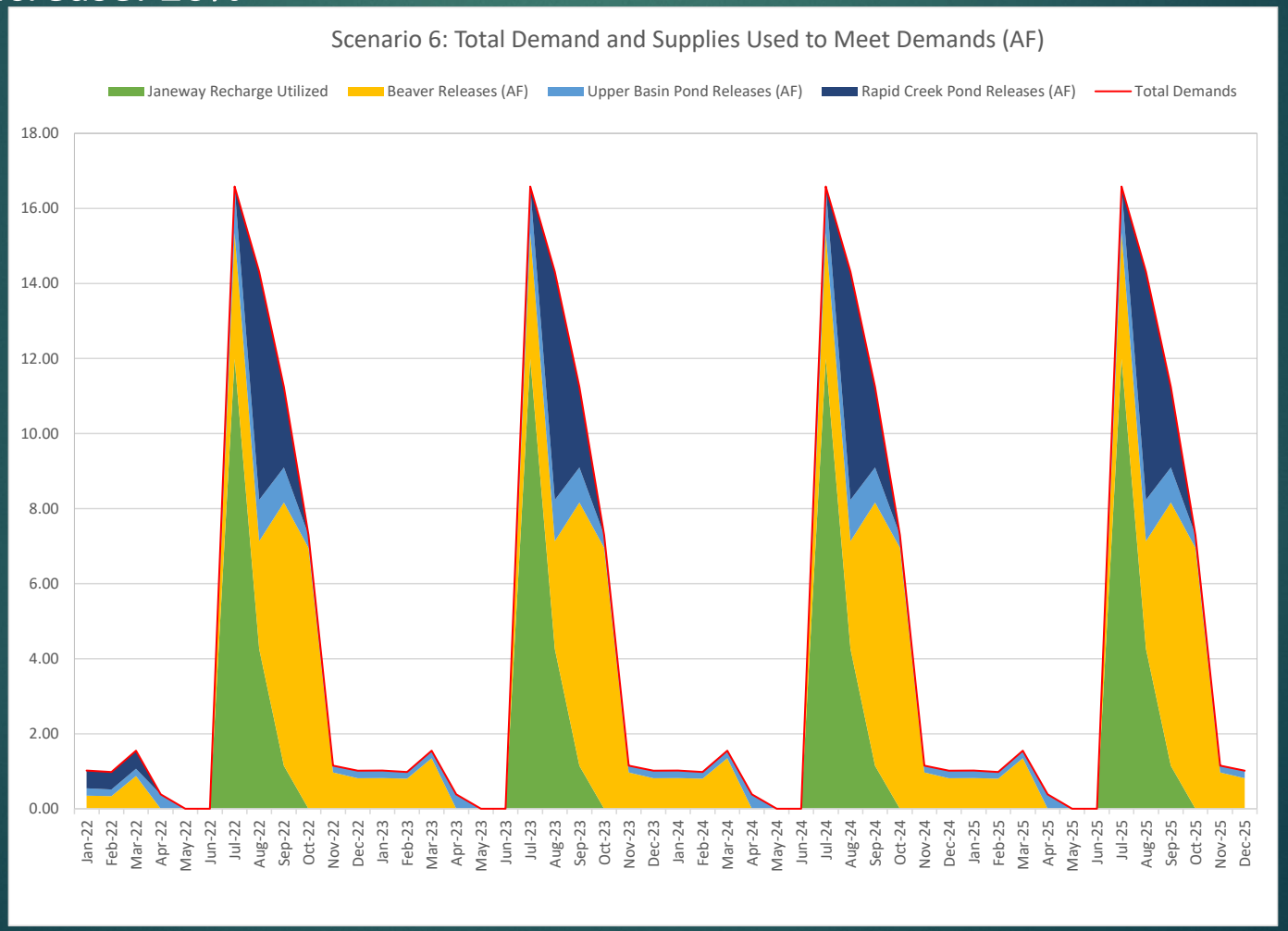
Scenario 5								
Year	Unmet Demands Regions 1-2	Unmet Demands Regions 3-4	Beaver Lake Releases	Upper Basin Pond Releases	Rapid Creek Pond Releases	Recharge Utilized	Total Augmentation	Total Demands
1	0.00	0.00	30.37	3.95	10.09	0.00	44.42	44.42
2	0.00	0.00	31.50	3.95	8.96	0.00	44.42	44.42
3	0.00	0.00	31.50	3.95	8.96	0.00	44.42	44.42
4	0.00	0.00	31.50	3.95	8.96	0.00	44.42	44.42



Scenario 6

- Beaver Lake minimum storage trigger: 20 AF
- Upper Basin Pond: 12 AF
- Rapid Creek Pond: 10 AF
- Janeway Recharge (Apr-Jun): 20 AF/month
- Demand Increase: 20%

Scenario 6								
Year	Unmet Demands Regions 1-2	Unmet Demands Regions 3-4	Beaver Lake Releases	Upper Basin Pond Releases	Rapid Creek Pond Releases	Recharge Utilized	Total Augmentation	Total Demands
1	0.00	0.00	23.55	4.94	9.63	17.40	55.52	55.52
2	0.00	0.00	24.95	4.94	8.22	17.40	55.52	55.52
3	0.00	0.00	24.95	4.94	8.22	17.40	55.52	55.52
4	0.00	0.00	24.95	4.94	8.22	17.40	55.52	55.52



Next Steps

- Phase II work includes the following tasks:
  - **Improvements to Beaver Lake**
    - Bank armoring to prevent erosion,
    - Inflow and outflow improvements
    - Installation of measuring devices
  - **Feasibility and Design of Private Ponds**
    - Conduct geotechnical studies on private ponds to inform design
    - Provide pond design and cost estimates for construction for feasible locations
  - **Janeway Investigations**
    - Drill wells to conduct testing to determine how quickly water moves through aquifer
    - Modeling to understand how this floodplain restoration project can provide lagged return flows that can be claimed as augmentation credits

July 2, 2024

Colorado River District
201 Centennial St., Suite 200
Glenwood Springs, CO 81601

Dear Colorado River District,

Please accept this letter of support for the Crystal River Augmentation Phase II grant proposal being submitted to the Colorado River District by the West Divide Water Conservancy District. This funding will help to develop the supplies needed to operate a regional plan for augmentation.

The Gunnison County Board of County Commissioners are in full support of the Crystal River Plan for Augmentation. The project is important for the following reasons:

1. Prevents curtailment of domestic water supplies for junior water users;
2. Protect injury to senior water rights;
3. Protects property values for Crystal valley residents

The Gunnison County Board of County Commissioners feels that this project meets the mission and strategic planning goals of the Colorado River District. We are confident in the leadership, experience, and expertise of the West Divide Water Conservancy District and their team, and the affected water holders to successfully implement this project. For these reasons, we strongly endorse this project and encourage your positive consideration of the funding request.

Sincerely,

Jonathan Houck
Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Participation Form; New National Opioids Settlemen

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

New National Opioids Settlement with Kroger

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/26/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 6/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/26/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/28/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10

Agenda Date: 7/2/2024

Revised April 2015

DocuSign Envelope ID: 86269FEC-CA53-41B7-9870-329F82EBE41B

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Gunnison County, CO
Reference Number: CL-789989

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THENEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with The Kroger Co. ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Colorado is participating in the Kroger settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Region, or to "opt-in" to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the Colorado Opioid Settlement Dashboard Local Government page at: coag.gov/opioids/dashboard/local.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is

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sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

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reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

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Subdivision Participation and Release Form

Governmental Entity: Gunnison County	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

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Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Adopting the Gunnison County Attorney

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

A Resolution adopting the Gunnison County Attorney Settlement Authority Policy.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 6/11/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: Discharge Date: 6/5/2024 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 15

Agenda Date: 7/2/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2024-___

A RESOLUTION ADOPTING THE GUNNISON COUNTY ATTORNEY SETTLEMENT AUTHORITY POLICY

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, the Gunnison County Board of County Commissioners finds that authorizing the County Attorney, the Deputy County Attorney, and/or the Assistant County Attorney to compromise smaller civil claims against the County will result in increased operational and business efficiency;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Gunnison County Gunnison County Attorney Settlement Authority Policy (Exhibit A) is adopted, effective on June 18, 2024.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 18th day of June, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Commissioner

_____
Laura Puckett Daniels, Commissioner

Attest:

_____
Deputy County Clerk

Policy Name:	Gunnison County Attorney Settlement Authority Policy			**Policy Number:**	1.2.9.3
Approval Authority:	Gunnison County Board of County Commissioners			**Initial Adoption Document**	Resolution #2024-___
Date of Initial Adoption:	6/18/2024	**Initial Effective Date:**	6/18/2024	**Policy Custodian:**	County Attorney's Office
Last Review / Revision Date:	6/18/2024	**Review Frequency:**	Every Five (5) years.	**Next Review Due:**	6/18/2029

PURPOSE

This policy grants limited signatory authority to the County Attorney so that he or she may settle civil litigation matters on behalf of the Board of County Commissioners (BOCC) in order to timely execute legal strategy and avoid operational or litigation delays.

SCOPE

This policy applies to the Gunnison County Attorney, the Deputy County Attorney and/or the Assistant County Attorney.

DEFINITIONS

- "County Attorney" shall include the Deputy County Attorney and the Assistant County Attorney, except where either the Deputy County Attorney or Assistant County Attorney are expressly referenced in this policy.

POLICY STATEMENTS

The County Attorney of Gunnison County, Colorado is authorized, without further action of the BOCC, to execute, on behalf of the BOCC, agreements to settle and compromise civil claims for damages, regardless of whether such claims are brought, or could be brought, in state or federal court or in binding arbitration, against either the County, the BOCC or any elected or appointed official, agent or employee of the County acting in his or her official capacity, so long as:

1. Such agreement(s) oblige the County to pay funds available to the County in the fiscal year in which such agreement is executed;
2. Such agreement(s) impose no material obligation on the County other than the payment of money or the release of any claims brought by or that could have been brought by the County against the settling parties (*e.g.*, without the express approval of the BOCC, the County Attorney may not by settlement agreement bind the County to promulgate a new rule, resolution, ordinance, policy or procedure, or issue a particular license or permit, as a term of settlement) in relation to the subject matter of the dispute;
3. The County Attorney confers with the County Manager, and engages in reasonable efforts to confer with the Chief Financial Officer and any affected Assistant County Manager(s) or separately elected County official(s), prior to executing any such agreement(s); and
4. The total amount of any such agreement obliges the County to pay to a settling party does not exceed:
    a. $75,000;
    b. In the case of the Deputy County Attorney, $50,000; or
    c. In the case of the Assistant County Attorney, $25,000.

The County Attorney shall schedule each agreement executed pursuant to this policy on a BOCC agenda for acknowledgment of his or her signature, and shall, prior to execution of any such agreement, confer the County Manager or his or her designee.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice to the fullest extent permitted by law.

APPLICABLE LAW OR RELATED REGULATIONS, POLICIES AND FORMS

- Section 24-10-112(2), C.R.S.: Grants BOCC, as governing body of County, ability to compromise or settle claims "in such manner as the governing body may designate."
- Section 30-11-101(1)(d), C.R.S.: County has authority "to make all contracts and do all acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers."
- Section 30-11-107(1)(a), C.R.S.: BOCC has authority "[t]o make such orders concerning the property belonging to the county as it deems expedient[.]"
- Section 30-11-107(1)(b), C.R.S.: BOCC has authority "[t]o examine and settle all accounts of the receipts and expenses of the county, to examine and settle and allow all accounts chargeable against the county[.]"
- Section 30-11-107(1)(e), C.R.S.: BOCC has authority "[t]o represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provisions are made by law[.]"
- Section 30-11-107(1)(aa), C.R.S.: BOCC has ability to establish policies and procedures regarding entering into contracts binding on the County and to delegate its power to enter into such contracts pursuant to such policies and procedures

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment to Gold Basin Industrial Park Regulation

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached request from H&H Towing for a modification to the Gold Basin Industrial Park regulations.

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 6/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/24/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/27/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 7/2/2024

Revised April 2015

H&H TOWING
GUNNISON, CO

03/26/2023

Amendment Application Subjects:

A. Applicant:
H&H Towing and Auto Repair Inc.
203 W. US Highway 50
Gunnison, CO 81230
970-641-2628
Office@hhtowing.com

Managing Representatives:
Jason Navidi
Zachary Trafton

B. Proposed Amendments: Please amend section 5 to include "Overflow Vehicle Impound Lot" in the "Permitted Uses on Leasehold Areas" section.

C. **H&H Towing** is the largest and longest established towing company in the Gunnison area. We are contracted for towing services with numerous major automobile insurance companies, and all local city, county, state and federal law enforcement agency branches in the Gunnison area. Within these contracts we are required to recover, tow, impound or store vehicles in various conditions for variable amounts of time. These vehicles are required to be stored "securely" behind a fence to protect the vehicles and the property contained within. In some cases these vehicles are evidence in civil or criminal proceedings. The proposed use of this lot would be for holding these specific vehicles securely until their corresponding destiny is realized. At no time will these vehicles be entered into the lot without the intention of swift removal. Some of the government agencies we tow and impound vehicles for include:

Gunnison County Sheriff, Saguache County Sheriff, Hinsdale County Sheriff
Gunnison Police Department (Neighborhood Services), Colorado State Patrol / CDOT
National Forest Service, National Park Service, Bureau of Land Management
Western State University Security, Crested Butte Marshal, Mt Crested Butte Police
Gunnison County Airport, Gunnison County Public Works

At no time will this lot be used for dismantling, crushing or actual recycling of any motor vehicles or parts. All recycling operations are completed at a third party facility not on the premises or in the Gunnison area. There are no facilities in Gunnison County that offer vehicle dismantling or scrap services. Vehicle parts or bodies must be transported to Montrose or further away.

H&H TOWING
GUNNISON, CO

The vehicles that will be held in this facility are collected from the Gunnison Community. They are involved in accidents, they are abandoned on city streets, county roads. H&H Towing is required by contract to remove these vehicles as a service to the public and must maintain custody of these vehicles until they are legally released or removed from the premises. Unclaimed vehicles must undergo a 30-60 day abandoned vehicle process required by Colorado state law. These vehicles need somewhere to wait those 30-60 days. Automobile insurance companies can take 10-60 days to process insurance claims for vehicles that may be repairable or may be considered "total loss." These vehicles must also have a secure place to wait until they are moved to a repair facility or are transported to a recycling or auction facility off site.

Review Standards:

Environmental: There will be no negative impact on the natural environment as no measurable amounts of hazardous chemicals will be left or distributed in the area. No more than would be dropped, spilled or left by a warehouse or trucking terminal in normal use.

Community Needs: The community is in dire need of the services H&H Towing provides for nuisance vehicle removal. Public safety and welfare is improved as well by removal of vehicles from city streets, county roads and public highways. We serve tens of thousands of customers from the area every year. We also provide vehicles to the local police departments and fire department for training use every year.

Leasehold area Location: 49 Basin Park Drive "AKA Fedex Lease"

1. **Project Description:** See attached letter to Gunnison County Commissioners.
2. **Business Operation:** See attached letter to Gunnison County Commissioners
3. **Number of Employees:** H&H Towing currently operates with 7 employees and plans to add 1-2 employees if this application is approved.
4. **Regular Business Hours**: Monday Through Friday 8am to 5pm (After hours by Appointment)
5. **No structures proposed**
6. **Traffic**: Tow trucks; average of 5 trips or less per day to access the space and retrieve or deliver vehicles for staging.
7. **Site Plan:** No changes to the existing fencing, layout or site are proposed.
8. **Lighting:** No changes to existing lighting systems are proposed
9. **Drainage:** No changes to existing drainage patterns are proposed
10. **Landscaping Plan**: No changes to current landscaping are proposed. Snow plowing and storage for snow piles are planned for the south facing fence line.
11. **Lease Agreement**: Lease agreement pending based on approval of application by Gunnison County

203 W. US 50
Gunnison, CO 81230
P:970-641-2628
F:970-641-2630
www.hhtowing.com

GOLD BASIN
INDUSTRIAL PARK
SPECIAL AREA REGULATIONS

Gunnison County
COLORADO

Adopted May 15, 2005
Amended June 10, 2008
Amended July 6, 2010
Amended July 1, 2014

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SECTION 1: PURPOSES.

The Gold Basin Industrial Park Special Area ("Gold Basin Industrial Park") is a discrete geographical area in which land development and land use is limited to specific commercial business and light industrial uses compatible with the Gunnison/Crested Butte Airport and its neighborhood. The general purpose of these *Regulations* is to create specialized land use regulations and design standards for light industrial and related business development on a Leasehold Area adjacent to the Gunnison/Crested Butte Regional Airport). These purposes serve as basic goals for these *Regulations* and the review of applications for Gold Basin Industrial Park Special Area Permits. When there is a conflict between a statement of purpose and an adopted standard in these *Regulations,* or when an adopted standard is more specific, the standard shall supersede these purposes. These *Regulations* shall be liberally construed to further the following purposes.

A. **TO SIMPLIFY THE REGULATORY REVIEW PROCESS.** To provide a simplified and expedited permit application review process for business, light industrial and commercial uses within the Gold Basin Industrial Park Special Area.

B. **TO AFFIRMATIVELY PROMOTE A COMPACT DEVELOPMENT PATTERN.** To affirmatively promote a compact development pattern that discourages sprawl, in which denser and more intense forms of development will occur contiguous to, or in close proximity to, existing population and development centers and public services, and in so doing, minimize the cost of providing governmental and other services.

C. **PROTECT THE ENVIRONMENT; PUBLIC HEALTH, SAFETY AND WELFARE; PUBLIC SERVICES, FACILITIES AND PROPERTY.** To avoid or mitigate potential impacts caused by land development within the Gold Basin Industrial Park Special Area, to the environment, to public services and facilities, property and public safety, and land use within the Gold Basin Industrial Park Special Area and adjacent properties.

D. **TO PROTECT AND ENHANCE ECONOMY.** To protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with the *Gunnison County Land Use Resolution.*

E. **TO ENCOURAGE INNOVATIONS. To** encourage innovations in commercial and industrial land use, so that the growing demands of the population may be met by greater variety in type, design, and layout of development.

F. **TO PROVIDE OPPORTUNITY FOR NEW AND EXISTING BUSINESSES.** To provide the opportunity for existing businesses to grow and new businesses to locate in close proximity to existing utilities and transportation routes.

G. **TO ENCOURAGE ECONOMIC DIVERSITY.** To encourage, strengthen and promote greater economic diversity in the County; to broaden employment opportunities and reduce seasonal employment fluctuation in a manner that will not endanger or detract from the existing economy.

H. **TO WORK COOPERATIVELY WITH THE CITY OF GUNNISON.** To encourage business, light industrial and commercial operations to be constructed and maintained in a manner that is compatible with the land use regulations and design requirements of the City of Gunnison.

SECTION 2: APPLICABILITY.

These *Regulations* shall apply to all development, including development of new uses, expansion of existing uses and change of the use of land or structures within the Gold Basin Industrial Park Special Area.

SECTION 3: RELATIONSHIP TO THE GUNNISON COUNTY LAND USE RESOLUTION.

A. **USES GENERALLY EXEMPT FROM LAND USE RESOLUTION**. Development within the Gold Basin Industrial Park Special Area shall be exempt from requirements of the *Gunnison County Land Use Resolution* unless otherwise specified in these *Regulations.*

B. DEFINITIONS. Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution.*

C. CONSTRUCTION AND WORD USAGE. Construction and word usage shall be interpreted pursuant to the *Gunnison County Land Use Resolution.*

D. INTERPRETATIONS. The Gunnison County Community Development Director shall have authority to interpret these *Regulations*, and shall do so in the same manner provided pursuant to Section 1-114: *Interpretations*, of the *Gunnison County Land Use Resolution.*

E. ENFORCEMENT. Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution.*

SECTION 4: DEFINITIONS.

This Section defines words, terms, and phrases used specifically in these *Regulations.* Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*

ANIMAL SHELTER means a facility designated or approved by Gunnison County for the purpose of impounding and housing and caring for homeless, lost or abandoned small animals, primarily dogs and cats.

BOARD means the Board of County Commissioners of the County of Gunnison, Colorado, duly authorized to act on behalf of Gunnison County, Colorado.

COMMERCIAL means any establishment engaged in the retail or wholesale of goods or services that is open to the general public or that may be open to members only. This does not include farm or ranch stands. "Commercial" also means "business."

COMMON AREA means all areas, tracts, and Leasehold Areas of land not designated as Leasehold Areas on any recorded plat map or survey of the Property, and shall specifically include all Streets, mini-parks, cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the Leasehold Areas and Gold Basin Road.

DESIGN REVIEW COMMITTEE ("DRC") means the committee established by these *Regulations* to review and act on plans for improvements on any Leasehold Area to ensure compliance with the Design Standards set forth in these *Regulations.* The Design Review Committee shall be composed of the Board and two Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area appointed by the Board, with each member of the Board and each Lessee entitled to one vote on matters coming before the Design Review Committee.

GOLD BASIN INDUSTRIAL PARK SPECIAL AREA shall be synonymous with the term "Property," and shall mean all of the real property now or hereafter made subject to these *Regulations.*

INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, manufacture of raw, semi-processed materials, manufactured goods, or any components thereof.

IMPROVEMENT OR IMPROVEMENTS means those buildings, outbuildings, roads, driveways, parking areas, fencing, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind whether above or below the land surface.

LEASEHOLD AREA means the beneficiary under, or holder of, a leasehold interest in a Leasehold Area or Improvements thereon, entitling that person or entity to occupy a Leasehold Area or said Improvements under a lease for a fixed term. Gunnison County shall not be considered a Lessee notwithstanding its occupancy of any Leasehold Area or Leasehold Areas.

MITIGATION means the following actions, prioritized in order of preference:

- **AVOIDING IMPACTS** Avoiding an impact by not taking a certain action or parts of an action; or

- **MINIMIZING IMPACTS** Limiting the degree or magnitude of the action or its implementation, or by changing its location; or
- **RECTIFYING IMPACTS** Repairing, rehabilitating, or restoring the impact area, facility or service; or
- **REDUCING OR ELIMINATING IMPACTS** Reducing or eliminating the impact over time by preservation and maintenance operations; and
- **COMPENSATING FOR IMPACTS** Compensating for the impact by replacing or providing equivalent biological, social, environmental and physical conditions, or a combination thereof.

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another or on the general public.

- **MIXED NUISANCE** is one that is both public and private in its effects.
- **PRIVATE NUISANCE** is a wrongful interference with a person's interest in the private use and enjoyment of land.
- **PUBLIC NUISANCE** includes "public nuisance" as defined in C.R.S. 16-13-301 et seq.

OCCUPANT means a Lessee, licensee of a Lessee, or any other person or entity other than a Lessee, in lawful possession of a Leasehold Area or any portion thereof.

COMMUNITY DEVELOPMENT DEPARTMENT means the Gunnison County Community Development Department.

PROPERTY shall be synonymous with Gold Basin Industrial Park Special Area, and shall mean all of the real property now or hereafter made subject to these *Regulations*.

RECLAMATION PERMIT means the Reclamation Permit issued and administered by the Gunnison County Public Works Department.

RECORD OR RECORDED OR RECORDATION means, with respect to any document, the recording of said document in the records of the Office of the Gunnison County Clerk and Recorder, Gunnison County, Colorado.

REGULATIONS means these *Gold Basin Industrial Park Special Area Regulations* (the "Regulations"), created to regulate the development and use of the Gold Basin Industrial Park Special Area in conjunction with the designation of the Gold Basin Industrial Park Special Area as a Special Area pursuant to the *Gunnison County Land Use Resolution*, as they may from time to time be amended or supplemented.

SIGN means any placard, poster, billboard, advertising structure or inscribed surface, pattern or artificial lighting, pictorial or symbolic ornament, emblematic structure, banner, fluttering apparatus, or other visually communicative or expressive device that is visible from an out-of-doors position and is used to advertise or call the public's attention to any public, business, commercial, industrial, recreational or any other activity, object for sale or lease, person or place, or to bear any kind of message. A sign includes any surface on which a name, text, device, signal, ornament, logotype, or advertising matter is made visible, but does not include a vehicle on which the name of a business appears. The meaning of "sign" shall also include any sign currently in disuse, but still visible from an out-of-doors position, and any frame or support structure erected specifically to support a sign.

STREET means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. Street shall include road, lane, place, avenue, drive and similar terms.

WEED MANAGEMENT PLAN means the Weed Management Plan issued and monitored by the Gunnison County Public Works Department.

SECTION 5: OPERATIONS AND USE.

A. PURPOSE. This Section describes the permitted and prohibited uses of Leasehold Areas in the Gold Basin Industrial Park Special Area, and how the permitted uses are required to be operated.

B. PERMITTED USES ON LEASEHOLD AREAS. Any Leasehold Area within the Gold Basin Industrial Park Special Area shall be used only for the following uses:

1. Wood processing and product manufacturing
2. Veneer, Plywood & Engineered Wood Product Manufacturing
3. Millwork
4. Sawmill
5. Glass and Glass Product Manufacturing
6. Ornamental and Architectural Metal Product Manufacturing
7. Furniture and Related Product Manufacturing
8. Wood Kitchen Cabinet and Countertop Manufacturing
9. Manufacture or assembly of products from the following previously prepared materials: electronic components, and wire, fiber, glass, leather, paper, plastics, textiles and wood
10. Sign-making and sign sale or/and repair shop
11. Upholstery Shop
12. Warehouse and truck terminal
13. Welding or machine shop
14. Wholesale businesses
15. Wood truss manufacture
16. Public Works Facility
17. Yards for stockpiling coal, sand, gravel and other materials
18. Hay cube manufacturing plant facility.
19. Animal shelter.
20. Marijuana cultivation, manufacturing and testing.

C. **PROHIBITED USES ON LEASEHOLD AREAS**. The following uses and operations are prohibited:

1. **NO USE IN VIOLATION OF GOVERNMENT REGULATION.** No Leasehold Area shall be used in violation of any applicable federal law or regulation, or regulation of the State of Colorado or Gunnison County.
2. **RESIDENTIAL OCCUPANCY.** The occupancy of a Leasehold Area for a residence as defined by the *Gunnison County Land Use Resolution,* except as may be permitted within a Lease Agreement with Gunnison County, and in compliance with requirements of the U.S. Department of Energy and the Colorado Department of Public Health and Environment.
3. **MOBILE HOME OR RECREATIONAL VEHICLES.** Any mobile home or recreational vehicle park, or storage or residential use, including temporary, of any such vehicles.
4. **JUNK YARDS AND REFUSE DUMPS.** Use of a Leasehold Area as a junk yard, or for dumping, disposing, incinerating or reducing garbage or refuse of any nature.
5. **RAISING AND/OR SLAUGHTERING OF ANIMALS.** Use of a Leasehold Area for raising, storage, slaughter of animals, except that animals may be housed and cared for in an animal shelter as allowed by these *Regulations* and an applicable Lease agreement with Gunnison County.
6. **WATER WELLS, DRILLING, AND MINING OPERATIONS.** Any drilling for, excavation, refining and/or removal of oil, gas, hydrocarbon substance, water, geothermal steam and other subsurface substances, except as allowed by the U. S. Department of Energy and Colorado Department of Public Health and Environment to allow construction of structures for permitted industrial or commercial uses.

D. **USE OF COMMON AREA.** No structures or personal property shall be parked, stored or permitted on the Common Area. The DRC may adopt and amend reasonable rules of operation, consistent with these *Regulations* concerning use of the Common Area, which they shall make available to all Lessees and Occupants. All Lessees and Occupants, their invitees and licensees shall adhere to those rules of operation in their use of the Common Area.

E. **NUISANCES**. No noxious or offensive activity shall be conducted within the Gold Basin Industrial Park Special Area if that activity constitutes or may become a public nuisance. The use shall not operate during such hours or in manner that will create a public or private nuisance or unreasonably disturb adjacent property uses.

F. **ACTIVITIES SHALL NOT INCREASE INSURANCE PREMIUMS**. Except with the prior written consent of the Board, no Lessee or Occupant shall use a Leasehold Area or any portion of the Common Area in such a way that increases the cost of Gunnison County's insurance premium, or any other Lessee or Occupant, or that causes any such insurance to be canceled or threatened to be canceled.

G. **CONDITION OF LOTS.** The Lessee or Occupant of a Leasehold Area shall at all times keep their Leasehold Area and all the improvements on it in a safe and clean condition.

H. **REFUSE COLLECTION AREAS.** No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Leasehold Area or the Common Area. Each Lessee or Occupant shall provide suitable receptacles for the temporary storage and collection of refuse. No fires for the burning of trash, leaves, clippings, or other debris or refuse, and trash from their Leasehold Area. Processed and unprocessed hay, timber, lumber, stone and other similar organic or inorganic materials or products utilized in connection with permitted uses of a Leasehold Area may be present on a Leasehold Area.

I. **DISPOSAL OF PETROLEUM PRODUCTS AND SIMILAR WASTE MATERIALS.** The disposal of petroleum and similar products shall comply with all applicable federal, state and County regulations.

J. **EXCAVATION.** No excavation of a Leasehold Area shall be made except in connection with the construction of approved structures and other improvements. Upon completion of construction, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and restored to its original condition. No excavation shall occur before written approvals from the DRC and from the Colorado Department of Public Health and Environment. Monitoring and mitigation procedures as required by either or both of those entities shall be effected by the Lessee.

K. **IRRIGATION.** Water needed to irrigate a Leasehold Area shall be obtained solely from Gunnison County water lines. No water shall be drawn or pumped from any pond for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

L. **NOISE.** Every use in the Gold Basin Industrial Park Special Area shall be conducted to mitigate impacts caused by intermittence, frequency, or shrillness regardless of db(A) measurement. Sound levels of noise radiating 25 or more feet beyond the subject property boundary in excess of the db(A) established for time periods and uses listed in Appendix Table 3: *Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses* may be considered a public nuisance.

   1. **NOISES SPECIFIC TO OPERATION OF AN ANIMAL SHELTER.** Any animal shelter located within the park shall be designed and located to mitigate the sounds of barking to residents of the neighborhood, and dogs shall be housed inside during evening and nighttime hours.

M. **ODORS**. No industrial or commercial use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors.

N. **USE OF SPECIAL AREA NAME.** The name "Gold Basin Industrial Park Special Area" may not be used in the name of any business, industrial or commercial operation, or on any building in the Gold Basin Industrial Park Special Area, or in the name of any Lessee or Occupant, other than Gunnison County, except as may be approved by the Board.

SECTION 6: LEASE AGREEMENT AND PERMITS.

All Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area shall enter into a lease agreement with Gunnison County for use of a Leasehold Area, and obtain a Gold Basin Industrial Park Special Area Permit. No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Leasehold Area by any Lessee or Occupant until final plans and specifications shall have been submitted to and approved in writing by the DRC and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

A. GOLD BASIN INDUSTRIAL PARK SPECIAL AREA PERMIT. Applications for a Gold Basin Industrial Park Special Area Permit shall be processed as follows:

1. **CONCURRENT APPLICATIONS.** An applicant may apply concurrently to the County and to any other necessary permit agencies.
2. **CONCURRENT PROCESSING.** Gunnison County seeks to avoid duplicative regulatory controls or unnecessary delays. Therefore, processing of an application for a permit normally will proceed concurrently with the processing of other required permit applications. However, final action of the application may not occur until a permit is issued by each other permit entity with applicable regulatory authority so that Gunnison County will have the benefit of the analysis and determinations by the other entity(s) in reaching its own decision.
3. **CONSIDERATION OF OTHER PERMIT CONDITIONS.** Gunnison County shall consider the conditions of any related permit when processing an application for a Gold Basin Industrial Park Special Area Permit.
4. **PERMIT APPLICATION**. The Community Development Department shall provide the applicable form for a Gold Basin Industrial Park Special Area Permit that shall, at a minimum, include the following information and materials:
   a. **APPLICANT.** The name, address, telephone and fax numbers, and e-mail address for the applicant, or if the applicant is to be represented by an agent, a notarized letter signed by the applicant authorizing the agent to represent the applicant and also stating the same information for the agent.
   b. **LEASEHOLD AREA LOCATION.** The Leasehold Area address at which the business or industrial operation is proposed to be located.
   c. **COLORADO DEPARTMENT OF HEALTH APPROVAL.** Documentation of approval of the proposed construction by the U. S. Department of Energy and the Colorado Department of Public Health and Environment.
   d. **PROJECT DESCRIPTION**. A detailed written description of what the applicant wants to do on or to the Leasehold Area, including:
      1. **BUSINESS OR INDUSTRIAL OPERATION**. A description of the proposed business or industrial operation.
      2. **NUMBER OF EMPLOYEES.** Number of employees required for the operation
      3. **HOURS OF OPERATION.** The hours of daily operation, and the days of the week in which the business or industrial operation is proposed to be conducted.
      4. **CONSTRUCTION.** The amount of square footage proposed for the structures, and the types of materials to be used in the structures.
      5. **TRAFFIC.** Traffic estimated to be generated by the proposed project, including whether it will be commercial or industrial, or a mix of all uses, the types of vehicles that will be used, and the estimated numbers of vehicle trips per day.
      6. **PHASES**. If the business or industrial operation is proposed to be developed in phases, an identification of the phases what activities are proposed to be included in each.
   e. **SITE DEVELOPMENT PLAN.** A copy of the Site Development Plan, which shall include a scaled drawing of the Leasehold Area, including the following:

1. **ALL STRUCTURES**. All existing and proposed structures to be placed on the Leasehold Area, showing locations, and describing the use, type, shape, composition and appearance of each.
2. **BOUNDARY LINES AND SETBACKS.** Boundary lines and front, rear and side setback lines of the Leasehold Area.
3. **UTILITIES.** Locations of all existing and proposed utilities to serve the Leasehold Area, including water, sewer, electric, gas, phone and cable lines.
4. **PARKING AND DRIVEWAYS.** The number and location of all existing and proposed parking spaces and driveways on the Leasehold Area.
5. **SIGN LOCATIONS AND DESIGNS.** A plan for the location and renditions of their design, in compliance with these *Regulations*.
6. **EXTERIOR LIGHTING PLAN**. An exterior lighting plan that complies with the overall lighting plan for the park and with the applicable requirements of the *Gunnison County Land Use Resolution*.
7. **DRAINAGE PLAN.** A drainage plan for the Leasehold Area, depicting drainage patterns on and adjacent to the Leasehold Area. The Leasehold Area's drainage system shall be designed by a registered professional engineer licensed in the State of Colorado, according to generally accepted storm drainage practices and pursuant to the standards of these *Regulations* and all other applicable County, state and federal regulations.
8. **LANDSCAPING PLAN.** A landscaping plan that complies with site-specific requirements of the Design Review Committee.

f. **WATER SUPPLY AND WASTEWATER TREATMENT**. Verification from the Gunnison County Public Works Department intent to provide, signed agreement or contract between the applicant and the supplier indicating that it has the capacity and is willing to provide the amount of water that will be provided by the service provider, and any conditions of providing tap-on and service by the Dos Rios water supply system, and the Dos Rios wastewater treatment system.

5. **REVIEW PROCESS.** The following review process shall apply for a Gold Basin Industrial Park Special Area Permit:

a. **SUBMITTAL OF APPLICATION.** The applicant shall submit to the Community Development Department a complete application as required by these *Regulations*.

b. **DETERMINATION OF COMPLETENESS.** The Community Development Department shall determine whether the application is complete and includes all information required by these *Regulations*. The Community Development Department shall notify the applicant in writing that the application is either complete or incomplete, or shall indicate a date by which such determination shall reasonably be made. It is the goal, but not the requirement of these *Regulations* that this review be completed within 30 days of the submittal of the application.

1. **APPLICATION IS NOT COMPLETE**. If the application is not complete, the Community Development Department shall inform the applicant of the deficiencies in writing and shall take no further action on the application until the deficiencies are remedied.

(a.) FAILURE TO CORRECT CONSTITUTES WITHDRAWAL. If the applicant fails to correct the deficiencies within 60 days of the postmarked or certified date of the mailing of the notification that the application was incomplete, the application shall be considered withdrawn.

2. **APPLICATION IS COMPLETE**. The Community Development Department shall determine it to be complete. A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of these *Regulations*.

c. **REQUEST FOR REVIEW BY DRC.** The Community Development Department shall refer the complete application to the DRC, which shall complete its review pursuant to Section 7: *Design Review.*

d. **REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS**. At the same time the application is being reviewed by the DRC, The Community Development Department may request the professional analysis and recommendations of any other review agency, organization, or technical consultant deemed appropriate and necessary to complete the review, including other County offices and departments, municipal, state, or federal agencies having an interest in or authority over all or part of the proposal, utility companies, the applicable school district and special service districts serving the proposed development, and engineers, designers, and legal consultants.

1. **REVIEW AND COMMENT BY REVIEW AGENCIES**. The review agencies that are sent a copy of the application shall be requested to make comments within 21 days of mailing by the Community Development Department, unless an extension of not more than 30 days has been requested by the agency before the 21st day. The Department may grant such a reasonable extension if it determines that good cause for the delay has been shown. The failure of any agency to respond within 21 days or within the period of extension shall not be deemed an approval of the application by the agency.

2. **REVIEW OF AGENCY/DEPARTMENT COMMENTS BY APPLICANT**. The applicant shall have the right to review the comments and recommendations received from the review agencies. The applicant may submit additional information and make changes in the development proposal to respond to the comments of the review agencies; provided, however, that if those changes are substantial or if they significantly alter the nature, character or extent of the application, the Community Development Department may, after the changes, refer the application again to some or all review agencies, to obtain additional comments, and may reasonably extend the period of their review accordingly.

e. **NOTICE TO PUBLIC OF PROPOSED COMMERCIAL OR INDUSTRIAL USE.** Notice shall be given to the public by posting of the property and provision of notice within a legal newspaper of general circulation, and shall identify a 15-day public comment period, during which comments may be submitted to the Community Development Department.

f. **NOTICE TO CITY OF GUNNISON**. Notice of the proposed use shall be provided to the City of Gunnison.

g. **ACTION BY COMMUNITY DEVELOPMENT DIRECTOR.** If the DRC has submitted written approval of the proposed plans, and within 30 days of having determined that the application is complete, or after having received comments from review agencies, and, as applicable, the applicant has reasonably responded to those comments, the Community Development Director shall approve, approve with conditions, or deny the application, based upon the compliance of the application with the applicable standards and requirements of these *Regulations.*

1. **APPROVAL SUBJECT TO LEASE AGREEMENT APPROVAL BY GUNNISON COUNTY AND COMPLIANCE WITH ALL OTHER PERMITS**. Approval requires, and shall include conditions that the applicant enter into a Lease Agreement with Gunnison County, and that the applicant timely and fully obtain and comply with all applicable federal, state, municipal and other permits required for the project.

h. **APPROVAL FORWARDED TO BOARD OF COMMISSIONERS**. If the application has been approved, the Community Development Director shall forward a copy of that decision to the Board of Commissioners.

i. **RECORDATION OF CERTIFICATE.** Within 15 days following approval of the Gold Basin Industrial Park Special Area Permit application, the Community Development Director shall record a Certificate of Approval in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall describe the specific project, the description of the subject Leasehold Area, any relevant Findings

related to the project's compliance with these *Regulations*, conditions of approval, and shall include the Community Development Director's signature line and the date of approval.

6. **APPEAL.** A decision by the Community Development Director on a Gold Basin Industrial Park Special Area Permit application may be appealed by referral to the Board.

   a. **WRITTEN APPEAL.** An appeal may be submitted to the Community Development Director no more than 15 days after the date on which the decision-making body issues its final decision on the application; that time for submittal shall not include the day on which the decision was made. The appeal shall be submitted in writing, stating the basis of the appeal and the relief that is requested, and shall include the necessary materials to support the appeal. The appeal shall become part of the record.

   b. **BOARD CONSIDERATION OF APPEAL.** The appeal shall be considered by the Board at a regularly scheduled meeting within 45 days after the date the written appeal was filed.

   c. **NOTICE OF MEETING.** The Community Development Department shall, by first-class mail, inform the applicant, the appellant, and, if a public hearing was part of the review process on the application for which an appeal of action has been filed, anyone who testified at the public hearing or submitted written comments on the application. That information shall include the date, time, and place of the meeting.

   d. **BOARD MAY CONDUCT PUBLIC HEARING**. At the meeting, the Board may determine that a public hearing should be conducted on the appeal. If the Board so determines, notice shall be given and the public hearing shall be conducted pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

   e. **BOARD DECISION.** The Board shall affirm, affirm with modifications, or reverse the original action.

      1. **MODIFICATION OR REVERSAL OF ORIGINAL ACTION**. The original action shall only be modified or reversed if the applicant establishes, by a preponderance of the evidence based on the record of the review body, that:

         (a.) NO CREDIBLE EVIDENCE. There is no credible evidence in the record to support the original decision;

         (b.) ORIGINAL ACTION INCONSISTENT WITH THIS *RESOLUTION*. The original action was inconsistent with the applicable requirements of this *Resolution*; or

         (c.) REVIEW BODY ACTION INAPPROPRIATE. The review body exceeded its jurisdiction or abused its discretion.

   f. **BOARD DECISION SHALL BE FINAL.** The Board's decision shall be final and shall not be further appealed, but may be subject to judicial review.

B. STANDARDS FOR APPROVAL. An application for a Gold Basin Industrial Park Area Special Area Permit shall comply with the following standards:

1. **COMPLIANCE WITH THESE REGULATIONS.** The use shall comply with all applicable standards and provisions of these *Regulations*.

2. **COMPATIBILITY WITH COMMUNITY CHARACTER**. The proposed land use shall be compatible with, or an enhancement of, the character of existing land uses in the Gold Basin Industrial Park Special Area, and shall not adversely impact the future development of the surrounding area. Potential visual and noise impacts shall be mitigated.

3. **LEASE AGREEMENT WITH GUNNISON COUNTY**. The Gunnison County Manager has provided written documentation that the applicant will be able to secure a lease for the subject Leasehold Area from the County.

4. **NO SIGNIFICANT NET ADVERSE IMPACTS OFFSITE**. No significant net adverse impact after mitigation on existing off-site uses.

SECTION 7: DESIGN REVIEW.

A. REQUIRED REVIEW AND APPROVAL. No improvements shall be erected, placed, altered, maintained or permitted to remain on any Leasehold Area by any Lessee or Occupant until the use has received a Gold Basin Industrial Park Special Area Permit, and plans and specifications have been submitted to and approved in writing by the Design Review Committee, and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

B. DESIGN REVIEW COMMITTEE. The Design Review Committee ("DRC") is hereby established to review and act on plans for improvements within the Gold Basin Industrial Park Special Area of permit applications and to ensure plan compliance with Section 8: *Design Standards.* The Committee shall be composed of the Board of County Commissioners, and of two Lessees, who shall be appointed by the Board.

C. REVIEW AND ACTION BY DRC. The DRC may deny or approve the plan as submitted, as altered or amended, or subject to specific conditions.

1. **DENIAL.** The DRC shall have the right to deny the plan on any reasonable grounds including, but not limited to, the following:

   a. **NON-COMPLIANCE WITH THESE *REGULATIONS*.** Failure to comply with any of the restrictions set forth in these *Regulations.*

   b. **INCOMPLETE INFORMATION.** Failure to include required information in the plans and specifications as required by these Regulations, or as reasonably requested by the DRC.

   c. **EXTERIOR APPEARANCE.** Objection to the exterior design, the appearance of materials or the types of materials employed in the proposed structure. Objection to the color scheme, finish, proportions, style of architecture, height or bulk of any structure.

   d. **INCOMPATIBILITY WITH OTHER GOLD BASIN INDUSTRIAL PARK SPECIAL AREA USES.** Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other Leasehold Areas.

   e. **INCOMPATIBILITY.** Any other matter which, in the judgment of the DRC, would render the proposed improvements or use incompatible with the general plan for improvements within the Gold Basin Industrial Park Special Area.

2. **APPROVAL** The DRC shall base its approval, among other factors, upon the adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon adjoining Leasehold Areas, proper facing of the main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and other rooftop installations, and conformity of the plans and specifications to the purpose and intent of these *Regulations.*

   a. **DRC ACTION TO COMMUNITY DEVELOPMENT DEPARTMENT.** Upon approval or conditional approval by the DRC a copy of the approved plans and the DRC decision shall be deposited for permanent record with the DRC, and forwarded to the Community Development Department.

SECTION 8: DESIGN STANDARDS.

A. PURPOSE. This Section establishes the substantive standards by which applications for Gold Basin Industrial Park Special Area Permits will be reviewed and approved for development within the Gold Basin Industrial Special Area. These standards are intended to enhance and protect the value, desirability and attractiveness of all Leasehold Areas to the mutual benefit of Lessees, Gunnison County and the City of Gunnison, and to promote high quality design and the uniform application of standards.

B. STANDARDS ARE MINIMUM. These improvements standards are intended to ensure a minimum level of performance. If an alternate design, process, or material can be shown to provide performance equal to or better than that established by these standards, or where it can be shown that strict compliance with these standards would cause unacceptable environmental impacts, or would result in adverse conditions on- or off-

site because of unusual topography, size or shape of the Leasehold Area, existing vegetation, or other exceptional situations or condition, then the Community Development Director shall have authority to accept the alternative. The evaluation shall consider whether the alternative will provide for an equivalent level of public safety and whether the alternative will be equally durable, so that normally anticipated maintenance costs will not be increased.

C. **MINIMUM SETBACKS.** No Building or any portion thereof shall be placed on any nearer to the front, side or rear Leasehold Area line than 10 feet.

1. **EXCEPTIONS**. If a single building is constructed on two or more Leasehold Areas, no side yard setback is required from shared interior Leasehold Area lines

D. **LANDSCAPING AND BUFFERING.**

1. **LANDSCAPING PLAN.** Applicants shall prepare a landscaping plan that shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

a. **PROTECTION OF EXISTING VEGETATION.** No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

b. **VISIBILITY.** To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.

c. **ALLOWANCE FOR SNOW STORAGE AND PLOWING**. All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

2. **SITE PROTECTION.**

a. **TOPSOIL PRESERVATION.** Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the Leasehold Area. Such surfaces shall be stabilized by seeding or planting, or providing an all-weather surface approved by the Gunnison County Public Works Department.

b. **REMOVAL OF DEBRIS**. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means in compliance with any applicable regulation. All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

c. **SLOPE PLANTINGS**. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to the requirements of a Gunnison County Reclamation Permit.

3. **PLANTING SPECIFICATIONS**.

a. **MINIMUM TREE/SHRUB SIZES**. Deciduous trees shall have at least a two inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of use and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the Lessee for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the Lessee no later than the following planting season.

b. **PLANT SPECIES.** A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

4. **TIMING.** All landscaping shall be installed no later than one growing season after substantial completion of construction on the Leasehold Area.

5. **SITE-SPECIFIC SELECTION.** The type and amount of landscaping shall be allowed to vary with the type and size of the proposed use. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.

6. **WATER CONSERVING LANDSCAPING.** Use of xeriscape plantings is preferred.

7. **LANDSCAPING ADJACENT TO BUILDINGS**. Landscape elements may be located adjacent to buildings.

8. **BUFFERING.** Buffering

   a. **BUFFER MATERIALS.** Buffering may consist of fencing and plant materials but may also include berms, rocks, boulders, mounds, or combinations of those materials, to minimize visual impacts to the neighborhood.

   b. **DUMPSTER AND UTILITY SCREENING.** Trash dumpsters and other waste/recycling containers serving multi-family or non-residential uses shall be screened from view off-site.

   c. **DRIVEWAYS EXCLUDED.** Required landscaped buffer areas shall not include driveways.

   d. **DESIGN OF LANDSCAPE BUFFER**. Arrangement of plantings and other landscaping elements in buffers shall, to the maximum extent feasible, provide protection to adjacent properties from obstructing views and access to solar exposure. If berms are proposed, the design and slope shall be subject to approval by Gunnison County.

   e. **MAINTENANCE OF LANDSCAPING WITHIN BUFFERS.** Plantings shall be watered regularly, in a manner appropriate to the specific plant species. Dead and dying plants shall be replaced by the developer no later than the next planting season. The applicant shall make provisions to ensure that landscaped buffer areas shall be maintained and kept free of all debris, rubbish, and weeds.

   f. **MATERIALS USED IN BUFFERS.** Existing and supplementary xeriscaping should be used to the maximum extent feasible and planted in random patterns (not rows). Plant materials of a scale capable of screening and softening structural mass shall be used to reduce visual impacts of development. A list of recommended plant materials is available from the Gunnison Office of the U.S.D.A. Natural Resources Conservation Service.

   g. **SCREENING IN BUFFERS.** If total screening is impractical or undesirable, partial screening should be used to break horizontal lines of structures and minimize apparent height of taller structures. Screening development with vegetation is preferable to screening with berms or other significant earth moving. If berms or recontouring of soil are used for screening, the features should complement natural land forms.

   h. **REVIEW BY PUBLIC WORKS DEPARTMENT.** If landscaped buffers are proposed along roadways or parking areas within the Gold Basin Industrial Park Special Area, the plan shall be submitted for review to the Gunnison County Public Works Department, for its compliance with snow removal and traffic-related sight-distance requirements.

9. **PARKING LOTS AND LOADING AREAS**. Parking lots, loading, and unloading areas that are not part of a parking lot shall include buffering that complies with this Section

E. SIGNS. One cluster sign is allowed at each approved access from Gold Basin Road into the Gold Basin Industrial Park Special Area that includes the name of the Special Area and/or listings of individual businesses in the development. Within the development, one sign per Leasehold Area is allowed, and all signs shall be designed and installed as follows:

1. **GENERAL STANDARDS.**

a. **ON-SITE LOCATION.** All signs shall identify or advertise only the business or establishment upon which the sign is located.

b. **ONE SIGN PER USE.** There shall be one sign per primary use, except that when the subject Leasehold Area abuts two public roadways, there may be one sign facing each roadway.

c. **NO SIGN IN ROAD RIGHT-OF-WAY.** No signs shall be allowed on any County or development road right-of-way, and existing signs in either of these rights-of-way shall be removed immediately upon request of the governing body.

d. **EXTERNAL LIGHT SHALL BE MINIMIZED.** Externally lit signs shall be designed, installed and maintained so as to eliminate upward directed light and glare and so that lights shall only shine downward, and shall illuminate only the sign and not property that adjoins or is nearby. Such light shall not interfere with the vision of motorists.

e. **INTERNALLY LIT SIGNS PROHIBITED.** There shall be no internally lit signs.

f. **NO MISLEADING INFORMATION.** Information presented on a sign shall be neither misleading, erroneous or patently untrue.

g. **NO SETBACK LIMITATION SPECIFIC TO SIGNAGE.** There shall be no setback limitation except that sign placement shall not interfere with snow removal, or vision of motorists, and shall not significantly detract from the environmental or aesthetic character of the County.

2. **CONSTRUCTION AND MAINTENANCE OF SIGNS.**

a. **STURDY CONSTRUCTION.** All signs and sign structures shall be constructed of materials of sufficient strength and quality to withstand weathering or deterioration by wind, moisture and other natural elements, and shall be maintained in a state of good repair with all braces, bolts, supporting framework, fastenings, lettering and design work free from deterioration.

b. **WIND LOAD.** Wind load requirements shall be equal to, or greater than 26 pounds per square foot of sign area.

c. **REPAIR OR REMOVAL.** The County Building Inspector shall have the authority to order the repair, alteration or removal of any sign or structure that constitutes a hazard to public health and safety, or which is otherwise not pursuant to this Section. In the event that such a sign has not been removed, altered or repaired within 60 days after written notification by the Inspector, the Board may, after due public notice and hearing, cause that sign or structure to be removed at the expense of the owner of the sign.

3. **SIGN AREA MEASUREMENT.**

a. **MAXIMUM INDIVIDUAL SIGN AREA.** The maximum permitted area of individual signs shall be 50 square feet.

b. **MAXIMUM HEIGHT.** Maximum sign heights shall be as follows:

1. **FREESTANDING SIGNS**. The maximum height of a freestanding sign shall be 12 feet.

2. **SIGNS LOCATED ON BULDING FASCIA.** Signs located on a building shall be no higher than the fascia of the building.

c. **MEASUREMENT OF SINGLE SURFACE.** To determine the surface area of a sign, the County Building Inspector shall measure the perimeter enclosing the extreme limits of the display surface(s) of the sign, including all graphic elements, borders and riders, but excluding the sign's structure or bracing unless those elements are part of the message or face of the sign. Where there are two faces back to back, the total area of the largest face shall determine the area of the sign.

d. **MEASUREMENT OF MULTI-FACETED SIGN.** Where two faces are placed at greater than 45-degree angles to one another, the sign area shall mean the total area of both faces.

4. **SIGNS ALLOWED ONLY BY VARIANCE BY THE BOARD.** The following signs are not permitted, except by variance issued by the Board, pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

   a. **NON-COMPLIANT SIGNS.** Any sign not in compliance with the provision of these *Regulations*; or

   b. **OFF-PREMISE SIGNS.** Off-premise signs except public directional signs, and those signs permitted pursuant to the "*Gunnison County Resolution Series 1989 No. 42, Concerning Placement of Tourist-Oriented Directional Sign,*" which are allowed without a variance; or

   c. **PROJECTING ROOF-MOUNTED SIGNS.** Roof-mounted signs that project above the highest point of a roofline or fascia of a building.

F. **PARKING.** No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or at any place other than on the parking spaces approved by the DRC for each the Leasehold Area. Each Owner and Occupant shall be responsible for compliance with these standards by its employees and visitors. Off-street parking shall be provided by each Lessee for employees and visitors. All uses shall be required to provide the amount and design of parking spaces in Appendix Table 1: *Minimum Parking Row and Aisle Dimensions* and Appendix Table 2: *Off-Street Parking Standards* and to comply with the following:

1. **MULTIPLE USES.** If two or more principal uses occupy a single Leasehold Area or structure, the standard for off-street parking shall be the additive total for each principal use of the Leasehold Area or structure.

2. **SHARED PARKING.** When the peak use period for required parking for one land use will not overlap with the peak use period for required parking for another land use located on the same or adjacent Leasehold Area, the Community Development Director may reduce the required number of off-street parking spaces by up to 25 percent of the total required. Written approval by the adjacent Leasehold Area Owner or Occupant for use of the Leasehold Area is required. A subsequent change in land use will require evaluation by the Director and additional spaces may be required.

3. **REQUIRED FRACTIONAL SPACES**. When any calculation of off-street parking results in a required fractional space, such fraction shall be rounded up to the next higher number of spaces.

4. **LOCATION OF REQUIRED SPACES.** Required off-street parking spaces shall be located on the same Leasehold Area as the structure or business or industrial operation the spaces are intended to serve.

5. **SURFACE IMPROVEMENTS**. All off-street parking, access drives and loading areas shall be paved or improved with an all-weather surface approved by the DRC and properly graded to assure proper drainage. Overnight parking of campers, mobile homes, trailers or motor homes is prohibited. If parking requirements increase as a result of the change in use or number of employees, additional off-street parking shall be provided to comply with these Standards.

6. **BACKING ONTO ROAD PROHIBITED.** All parking areas shall be designed so that vehicles exiting from a parking space shall not back onto the right-of-way of the public street.

7. **SNOW STORAGE**. Adequate snow storage areas are required be planned into each site, and snow storage in dedicated parking areas is prohibited.

   a. **SNOW STORAGE OBSTRUCTIONS.** Snow storage areas shall be free of fences, landscaping (except for ground cover), retaining walls, and other obstructions of similar nature.

   b. **SNOW PLOWING OBSTRUCTIONS.** Pathways, signage, vegetation, fencing, and lighting shall be configured to cause the least obstruction to snow plowing. Locations of trash dumpsters relative to snow storage shall allow access and maintenance of the dumpsters, but shall not impede the free movement of trash removal vehicles.

   c. **FORMAL APPROVAL BY PUBLIC WORKS DEPARTMENT.** All designs for snow storage shall be subject to review and approval by the Gunnison County Public Works Department.

d. **MINIMUM WIDTH ADJACENT TO PLOWED AREA.** Designated snow storage areas shall not be less than six feet wide and, to the maximum extent feasible, shall be located adjacent to the area of the project from which snow is to be removed.

H. **STORAGE AND LOADING AREAS.** Materials, supplies and equipment, including company-owned or operated trucks or delivery vehicles, shall be stored inside structures or behind visual screening approved by the DRC to reasonably mitigate visual impact to adjoining Leasehold Areas and/or streets. All loading facilities, including turnarounds and docks, shall be set back and screened to minimize their visibility from any street. Screening of service areas and loading docks may consist of any approved combination of earth mounding, landscaping, walls and/or approved combination of earth mounding, landscaping, walls and/or fencing. Loading areas and docks shall not be closer than ten feet to an abutting street unless specifically approved by the DRC.

I. **SITE COVERAGE**. In no event can the footprint of any building or buildings exceed 50 percent of the square footage of the Leasehold Area.

J. **BUILDING HEIGHT RESTRICTIONS**: No building or appurtenance including, but not limited to, water towers, stand pipes, elevators or elevator equipment, stairways, ventilating fans, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flag poles or similar equipment shall exceed any height restrictions required by the *Gunnison County Land Use Resolution*, the Federal Aviation Administration or any other applicable regulatory agency.

K. **VIEW OBSTRUCTIONS**. The DRC shall have the authority, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Leasehold Area if the location of the object will, in the reasonable judgment of the DRC, obstruct the vision of a motorist upon any of the streets within or providing access to the Gold Basin Industrial Park Special Area.

L. **GAS TANKS AND WATER SOFTENER UNITS**. Gas container and/or outdoor water softener units, may be placed above ground if enclosed on all sides by a decorative wall, provided the design, construction and installation location shall have first been approved by the DRC.

M. **MAILBOX DESIGN AND LOCATION**. No mailbox or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the DRC.

N. **EXTERIOR AND INTERIOR LIGHTING:** No exterior lighting of any nature shall be installed or operated without the prior written approval of the DRC, and in all cases shall be installed or constructed in conformance to the applicable section of the *Gunnison County Land Use Resolution.* All interior and exterior lighting must be arranged or shielded so as to avoid excess glare or reflection onto any portion of an adjacent street or into the path of oncoming vehicles or onto any adjacent . No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any Building.

O. **STORMWATER MANAGEMENT**. There shall be no construction of ponds except as may be necessary for use as water detention or retention areas, and all such constructed on the property shall be constructed according to an approved site development plan. In no event may Owners or Occupants of Leasehold Areas or members of the public use such ponds for fishing, irrigation, swimming, bathing, boating or other recreational purposes. The permit applicant shall provide the following:

1. **DRAINAGE STUDY.** The required drainage study shall be subject to review and approval by the Gunnison County Public Works Department, which may refer the study to the City of Gunnison Public Works Department for review for compatibility with the City's design and construction standards.

2. **RUNOFF CONTROL STRUCTURES.** The Owner or Occupant shall provide storm sewers, culverts and other runoff control structures as determined necessary by the drainage study.

3. **HISTORIC RUNOFF.** The drainage system shall be designed and constructed so that only historic runoff, not including historic irrigation, shall be released from the site. Drainage flows in excess of this amount shall be retained, detained or handled in a storm sewer system. All costs associated with handling runoff

generated by a development shall be paid by the Owner or Occupant who has applied for the Gold Basin Industrial Park Special Area Permit.

P. **WELLS AND GENERAL DRILLING.** Oil and Mining Operations: No water wells may be drilled or maintained on any portion of the Gold Basin Industrial Park Special Area. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Gold Basin Industrial Park Special Area, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Gold Basin Industrial Park Special Area, except that such excavation as may be required for site preparation to construct and/or operate improvements may be undertaken under strict supervision of the DRC, the U.S. Department of Energy and the Colorado Department of Public Health and Environment.

Q. **WIRELESS TELECOMMUNICATION DEVICES AND STRUCTURES.** Installation of wireless telecommunication devices and structures shall be required to comply with the requirements of the *Gunnison County Land Use Resolution* current at the time a business or industrial operation applies for a Gold Basin Industrial Park Special Area Permit to locate within the Gold Basin Industrial Park Special Area, and with any applicable regulation of the Federal Aviation Administration.

R. **UTILITY CONNECTIONS**: All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source. No transformer, electric, gas or other meter of any type of other apparatus shall be located on any power pole nor hung on the outside of any building, but shall be placed on or below the surface of the ground and where placed on the surface, shall be adequately screened and fenced and all installations shall be subject to the prior written approval of the DRC.

S. **USE OF NAME**: The name "Gold Basin Industrial Park Special Area" may not be used in the name of any Building or project on the Gold Basin Industrial Park Special Area, or in the name of any Owner other than Gunnison County, without the DRC's prior written consent.

T. **EXCAVATION.** No excavation of the subject property or any Leasehold Area therein shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition. Prior approvals shall have been obtained from the DRC for such excavation, specific compliance with Colorado Department of Public Health Regulations and approvals, and appropriate monitoring and mitigation procedures shall be followed.

U. **NOISE-SENSITIVE USES.** The northerly property line of the Gold Basin Industrial Park Special Area, and to some extent most of subject property, is adjacent or near an operating airport, which may produce noise. Sound-sensitive industries or individuals should consider sound attenuation measures in the design of their buildings.

V. **IRRIGATION.** Automatic irrigation systems shall be required for each Leasehold Area. Irrigation water shall be pumped from Gunnison County water lines. No Leasehold Area Owner shall draw or pump water from any pond in the Gold Basin Industrial Park Special Area for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

SECTION 9: PROVISION OF UTILITIES.

Gunnison County shall provide adequate service lines and stubs to each Leasehold Areas so that street and sidewalk cuts will not be required in order to connect the proposed buildings with the sewer mains. The actual tap of the sewer main shall be accomplished in conformance with all applicable County or City of Gunnison standards, including those involving design and construction. To the greatest extent feasible, shared utility pedestals will be required for Leasehold Areas.

SECTION 10: BEGINNING AND COMPLETING CONSTRUCTION

After commencement of construction of any Improvement, the Owner shall diligently prosecute the construction thereof to the end that the Improvement shall not remain in a partly finished condition any longer than is reasonable necessary for completion thereof. All landscaping required to be provided on any Leasehold Area shall be

completed within 90 days after the substantial completion of the construction of any Buildings to be constructed on the Leasehold Area, provided, however, if weather conditions do not at such time permit, then the landscaping shall be completed as soon thereafter as weather conditions permit. Seasonal adjustments will also be allowed. If any Lessee fails to undertake and complete its landscaping within the time limit previously set forth herein, the DRC may, at its option, after giving the Owner 10 days written notice, undertake and complete the landscaping of the Leasehold Area in accordance with the landscaping plan. If the DRC undertakes and completes such landscaping because of the failure of the Lessee to complete the same, the cost of such landscaping shall be assessed against Owner, and if said assessment is not paid within 30 days after written notice of such assessment from the DRC, said assessment will constitute a lien on the Leasehold Area and may be enforced by the DRC

SECTION 11: MAINTENANCE.

A. GUNNISON COUNTY'S RESPONSIBILITIES.

1. **COMMON AREA MAINTENANCE.** Gunnison County shall maintain and repair all common areas and facilities located on the subject property. "Common Areas" shall include any mini-parks, and cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the interior street and Gold Basin Road.

2. **SNOW REMOVAL AND LANDSCAPING.** The cost of snow removal, irrigation, mowing, pruning, fertilizing, drainage pipes and flumes replacing and adding grass, flowers, shrubbery, trees, and other items on the common areas, medians, or right of ways.

B. LESSEE'S MAINTENANCE RESPONSIBILITY: Each Leasehold Area Lessee shall be responsible for the maintenance of their Leasehold Area to the boundaries and all improvements constructed thereon, including repair and maintenance of any utility lines which service said .

C. ALLOCATION OF MAINTENANCE COSTS AND PROPERTY TAXES. Gunnison County shall, from time to time, and at least annually, and at least 30 days in advance of the assessment date, prepare a budget for the Gold Basin Industrial Park Special Area, to determine the assessments payable by the Lessees to meet the common expenses, and allocate and assess such common expenses upon the Lessees, proportionately, according to the square feet under lease by each Lessee, with the community areas owned by Gunnison County excluded. Gunnison County shall advise all members promptly, in writing, of the amount of the assessment payable by each of them, respectively, as determined by Gunnison County and shall furnish copies of each budget on which such common expenses are based. The assessments levied by Gunnison County shall be used exclusively for the purposes of promoting the business of the Lessees, and their health, safety and welfare, and in particular, for the improvement and maintenance of any designated common areas or structures.

D. COMMON EXPENSES. The common expenses shall include, among other things:

1. **LIGHTS.** The cost of maintenance of lights, signs and similar amenities, if and when the same are constructed by Gunnison County.

2. **UTILITIES.** Utility expenses for the common areas or structures.

3. **INSURANCE.** the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by Gunnison County pertaining to such common areas or structures.

4. **TAXES**. Any taxes and governmental assessments which are levied against the property, or any common areas or structures; and

5. **ADMINISTRATION.** The cost of administering and enforcing these *Regulations*, and the cost of defending and protecting the Gold Basin Industrial Park Special Area from adverse private or public action in the immediate area.

E. PAYMENT OF ANNUAL GENERAL ASSESSMENTS. All Lessees shall be obligated to pay the assessments assessed them by Gunnison County. The first annual assessment for each Leasehold Area shall be adjusted according to the number of days remaining in the calendar year. Each assessment shall be paid by the Lessee to Gunnison County in one or more installments on the date or dates fixed by Gunnison

County. Those Leasehold Areas that have not been leased by Gunnison County shall be exempt for the assessments created by these *Regulations*, although Gunnison County shall provide such additional funds as may be necessary in order to administer the common areas in the manner provided for and contemplated in these *Regulations*. Each Lessee of a Leasehold Area, by acceptance of a lease, consents and agrees to the foregoing and waives any rights to the contrary under applicable statutory law.

1. **NO WAIVER OF LIABILITY OR ASSESSMENTS.** No Lessee may exempt himself from liability for his assessment by waiver of the use or maintenance of any of the common areas, or by abandonment of his Leasehold Area.

2. **STATEMENT OF ASSESSMENTS.** Gunnison County shall promptly provide any Lessee or prospective Lessee so requesting he same in writing, a written statement of all paid or unpaid assessments or charges or penalties due with respect to the Leasehold Area leased or the be leased.

3. **DEFAULT IN PAYMENT OF ASSESSMENTS.** Any assessment installment which is not paid when due shall be delinquent. Each assessment installment not paid within 30 days after the due date shall be subject to a late charge established by Gunnison County not exceeding $250, and such assessment installment shall also bear interest from the date of delinquency at the maximum legal rate, but not exceeding 18 per cent per annum. Furthermore, should any assessment installment not be paid when due, the entire unpaid annual assessment shall, at the option of Gunnison County, become due, and may be collected forthwith, time being of the essence. Gunnison County may, bring an action at law against the Lessee, or consider the nonpayment an event of default under the lease, and take whatever remedies are afforded under the lease for such default.

4. **REIMBURSEMENT BY LESSEES.** In the event that Gunnison County determines that the need for maintenance, repair or reconstruction as provided for in these *Regulations* is caused through the willful or negligent act of a Lessee, his tenant, guests, or invitees and is not covered or paid by insurance, then the cost, both direct and indirect, of such maintenance, repair or reconstruction shall be added to and become a part of the assessment to which such owner is subject, and shall be due and payable immediately.

SECTION 12: AMENDMENT AND TERMINATION .

A. TERM. Unless earlier terminated, or extended, in accordance with this provision, and subject to any limitations set forth in this provision, these *Regulations* shall continue in full force and effect for a period of 20 years from the date of their initial approval by the Board. However, unless there shall be recorded in Gunnison County within one year before the end of such 20 year period an instrument directing the termination of these *Regulations* and approved by the Board, the Declaration shall be continued automatically without further notice for an additional period of 10 years, and thereafter for successive periods of 10 years each, unless with one year prior to expiration of any such 10 year period these *Regulations* are terminated as set forth in this Section.

1. **TERMINATION AND MODIFICATION.** These *Regulations*, and any provision contained herein, may be terminated, extended, modified or amended as to all or a portion of the Gold Basin Industrial Park Special Area upon approval by the Board.

B. AMENDMENT. The following process shall apply to an application for to amend these *Regulations*:

1. **INITIATION.** An amendment to these may be initiated by any of the following:

   a. **BOARD MOTION**. The Board may initiate an amendment by motion directing the Community Development Director to submit a proposed amendment and report to the Planning Commission for review and for further action pursuant to this Section.

   b. **PLANNING COMMISSION INITIATIVE**. The Planning Commission may initiate an amendment by submitting a written recommendation for proposed amendment to the Board.

   c. **COMMUNITY DEVELOPMENT DIRECTOR**. The Community Development Director may initiate an amendment by submitting a written recommendation for proposed amendment directly to the Board, or by first submitting it to the Planning Commission for review and recommendation to the Board.

d. **LESSEE**. An amendment may be initiated by any Lessee, by the submittal of an application to the Community Development Department.

2. **SUBMITTAL OF DRAFT AMENDMENT LANGUAGE**. Any initiative or application for amendment shall be submitted to the Community Development Department, and shall include at a minimum the following:

   a. **IDENTIFICATION OF APPLICANT, IF RESIDENT- OR PROPERTY OWNER-INITIATED**. The applicant's name, address, and telephone number. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall also be submitted, authorizing the agent to represent the applicant and stating the representative's name, address, and phone number.

   b. **PRECISE WORDING**. The precise wording of the proposed amendment, and the Section in which it is proposed to occur.

   c. **RATIONALE FOR PROPOSED AMENDMENT**. A concise statement of the purpose and need for the proposed amendment.

      1. **COMMUNITY DEVELOPMENT DEPARTMENT'S REVIEW**. The Community Development Department shall review the application for completeness for compliance with this Section.

      2. **PLANNING COMMISSION REVIEW**. A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the Community Development Department's report. The Planning Commission shall review the application, considering the standards of this, and shall make a recommendation to the Board to approve, approve with modifications, or deny the proposed amendment.

      3. **BOARD PUBLIC HEARING**. The Planning Commission's recommendations shall be forwarded to the Board, together with a complete copy of the application. and a copy of the Community Development Department's review. Should it deem to be in the best public interest, the Board may conduct a public hearing, providing public notice a minimum of 15 days prior to the date of hearing, and otherwise pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

      4. **BOARD REVIEW AND ACTION.** The Board shall consider the application, any relevant support materials, the Planning Commission's recommendation, as applicable, public testimony and evidence given at a public hearing, and compliance of the application with these *Regulations.* Following closure of the public hearing, the Board may, by written resolution, adopt the amendments, adopt the amendments with modifications, or deny the amendments. Such resolution shall include findings that address the review following:

         (a.) REVIEW STANDARDS. The decision to amend the text of the *Resolution* is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:

            (1.) **CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY**. Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;

            (2.) **CHANGED CONDITIONS**. Changed conditions, including the economy of Gunnison County;

            (3.) **EFFECT ON THE NATURAL ENVIRONMENT**. Effect of the proposed amendment on the natural environment;

            (4.) **COMMUNITY NEEDS**. Community needs;

            (5.) **DEVELOPMENT PATTERN**. Development pattern;

            (6.) **CHANGES IN APPLICABLE LAW**. Changes in applicable law;

(7.) **PUBLIC HEALTH, SAFETY AND WELFARE.** Public health, safety and welfare;

(8.) **COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY.** Compliance with any applicable intergovernmental agreements adopted by Gunnison County.

SECTION 13: AVIGATION EASEMENT

Notice is hereby given that Leasehold Areas within the Gold Basin Industrial Park Special Area are located adjacent to an airport and in close proximity to the flight and approach paths associated with that airport. Gunnison County, in adopting these *Regulations*, hereby gives and grants an avigation easement for flight over these as necessary and appropriate for aeronautical operations at such airport on condition that all such operations are conducted safely and in compliance with all applicable Federal Aviation Administration regulations. Notice is hereby given that such aeronautical operations may cause noise or otherwise disturb the occupants the s within this area.

A. **WAIVER OF CLAIMS**. Any Lessee, in entering a lease agreement with Gunnison County for use of any Leasehold Area within the Gold Basin Industrial Park Special Area thereby waives, remises and releases any right or cause of action it may now have or which it may have in the future against the Gunnison County pertaining to or resulting from the passage of aircraft in the airspace above the Lessee's Leasehold Area. However, nothing stated in the foregoing waiver, grant and release shall release any other person, including, without limitation, any assignee, transferee, or successor of the Lessee, from any cause of action pertaining to or resulting from the operation of aircraft outside the scope of this Avigation Easement, or liability for damages to any person or property resulting from the unlawful or negligent operation of any aircraft above Grantor's Property.

SECTION 14: SEVERABILITY OF THESE *REGULATIONS*.

If any article, division, section, paragraph, clause, provision, or portion of these *Regulations* is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not affect the validity of these *Regulations* as a whole or any part of these *Regulations* other than the part determined to be unconstitutional or invalid. If any application of these *Regulations* to a particular structure or Leasehold Area is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not be applicable to any other structure, or Leasehold Area not specifically included or referenced in that judgment.

SECTION 15: MISCELLANEOUS PROVISIONS.

A. **NO LIABILITY**. Gunnison County and the DRC shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

1. **APPROVAL OR DISAPPROVAL OF PLANS**. The approval or disapproval of any plans, drawing and specifications, whether or not in any way defective.
2. **CONSTRUCTION OR IMPROVEMENTS.** The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specification; or
3. **LEASEHOLD AREA DEVELOPMENT.** The development of any Leasehold Area within the subject property.

B. **ALL LESSEES BOUND.** Any person who now or hereafter leases or acquires in rights in any improvements on a Leasehold Area shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained in these *Regulations*, whether or not any reference to these *Regulations* is contained in the instrument by which such person acquired such interest or lease.

C. **GUNNISON COUNTY HELD HARMLESS.** Each and every Lessee shall, and hereby does, indemnify and hold harmless Gunnison County against and from any and all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation or maintenance of the Gold Basin Industrial Park Special Area or the improvements hereon, the use or possession of any Leasehold Area, or the conduct of any business or other activity on any part of the Gold Basin Industrial Special Area or any Leasehold Area

D. DESTRUCTION OF IMPROVEMENTS. In the event any building or other improvement on a Leasehold Area is damaged or destroyed in whole or in part, by any casualty, the Lessee shall immediately undertake to restore the same to a condition and conformity with the plans and specification most recently approved by Gunnison County with respect to such building or improvement. If such restoration is not completed within two years following the casualty, or if a new plan is not submitted, approved and completed in that timeframe, the lease is terminated and the Lessee loses all rights of use and occupancy.

E. ADDITIONS TO THE PROPERTY. Additional real property may be annexed to the Gold Basin Industrial Park Special Area, following which such additional real property shall become a part of the Gold Basin Industrial Park Special Area, and become subject to these *Regulations*. Said annexation shall be accomplished by filing of record in the Office of the Clerk and Recorder of Gunnison, an amendment to these *Regulations*, as applicable, or other instrument executed by Gunnison County. Upon the recordation of such instrument, the provisions of these *Regulations* shall extend to such additional real property. So long as the rights of any existing Lessee or Occupant are not impaired or restricted in any way as to the approved use or occupancy of their Leasehold Area, an amendment may contain such additions and modifications of these *Regulations* and other provisions as may be necessary to reflect the different character, if any, of the added property, or as the Board may deem appropriate in the development of such property, and as are not inconsistent with the general plan and scheme of these *Regulations*.

F. RUN WITH LAND. Each of the requirements of these *Regulations* shall operate as covenants running with the land for the benefit of the Gold Basin Industrial Park Special Area and each Leasehold Area, and shall inure to the benefit of Gunnison County and the Lessees thereof, their heirs, successors and assigns, and shall apply to and bind Gunnison County and the Lessees of any and all of the Leasehold Areas, their heirs, successors and assigns.

G. ASSIGNMENT. Due to the unique Deed Restrictions put on Gunnison County by the U.S. Department of Energy in relation to this property, Gunnison County's rights and obligations continue with the land and as such, Gunnison County's responsibilities under these *Regulations* cannot be assigned.

SECTION 16: NO PRECEDENT SET BY THIS DESIGNATION.

Neither the designation nor these *Regulations*, procedures or approvals hereunder shall be construed as a precedent for any other action.

SECTION 17: VIOLATIONS AND ENFORCEMENT.

Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution,* with the additional remedy that Gunnison County may terminate the Lessee's lease.

APPENDIX

Table 1: Minimum Parking Row and Aisle Dimensions

ANGLE	STALL WIDTH "A"	MINIMUM DEPTH "B"	CURB LENGTH "C"	AISLE WIDTH "D"	TOTAL DEPTH "E"
PARALLEL	8.0'	N/A	22.0'	12.0'	20.0'
30 DEG	8.0'	**16.0'**	16.0'	11.0'	27.0'
	8.5'	**16.4'**	17.0'	11.0'	27.4'
	9.0'	**16.8'**	18.0'	11.0'	27.8'
	9.5'	**17.3'**	19.0'	11.0'	28.3'
45 DEG	8.0'	**18.4'**	11.3'	14.0	32.4'
	8.5'	**18.7'**	12.0'	13.5'	32.2'
	9.0'	**19.1'**	12.7'	13.0'	32.1'
	9.5'	**19.4'**	13.4'	13.0'	32.4'
60 DEG	8.0'	**19.7'**	9.2'	19.0'	38.7'
	8.5'	**20.0'**	9.8'	18.5'	38.5'
	9.0'	**20.3'**	10.4'	18.0'	38.3'
	9.5'	**20.5'**	11.0'	18.0'	38.5'
90 DEG	8.0'	**20.'**	8.0'	26.0'	44.0'
	8.5'	**20.0'**	8.5'	25.0'	43.0'
	9.0'	**20.0'**	9.0'	24.0'	42.0'
	9.5'	**20.0'**	9.5'	24.0'	42.0'

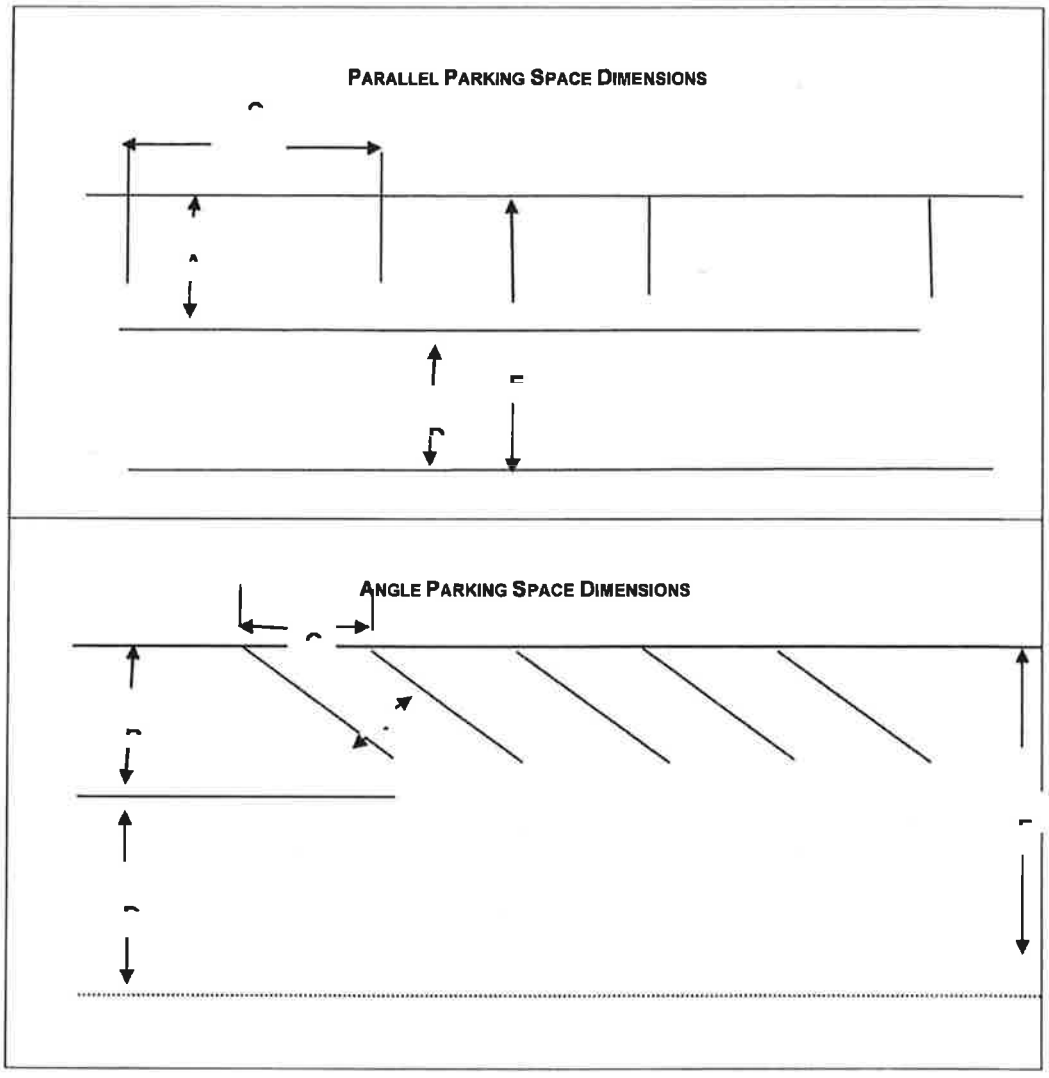

PARALLEL PARKING SPACE DIMENSIONS
ANGLE PARKING SPACE DIMENSIONS

Table 2: Off-Street Parking Standards

• Light industrial or business	1 space per 500 s.f. or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
• Warehouse	1 space per 1,000 s.f. or 1 space per employee whichever is greater, plus 1 space for each company vehicle stored on the premises
• Community buildings; Government • administrative facilities, services and buildings	1 space per 300 s.f, or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
Floor area shall be measured as gross floor area within a building, exclusive of mechanical rooms, closets or storage areas and kitchen spaces, unless specifically stated otherwise. Where parking requirement is on a per employee basis, employment shall reflect the maximum number on any single shift.	

Table 3: Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses

IMPACTED LAND USES	*ALLOWABLE DECIBEL LEVELS BY TIME OF DAY*	
	6:00 A.M. TO 7:00 P.M.	***7:00 P.M. TO 6 A.M.***
COMMERCIAL	*60 db (A)**	*55 db (A)**
LIGHT INDUSTRIAL	*80 db (A)**	*65 db (A)**
CAMPGROUNDS	50 db (A)*	45 db (A)*
RESIDENTIAL	50 db (A)*	40 db (A)*