

- 1 - Jan 10 2022, BOCC meeting agenda
- 2a,b,c - Liquor License Renewals\_Inn at Arrowhead, Black Mesa, Harmels
- 3 - CBOE Oct 25 2022 minutes draft
- 4 - BoHS, Dept of Health Care Contract Amendmt 1\_Hinsdale Co
- 5 - consent 1 - CDHS Certification of Compliance
- 5 - consent 2 - Letter of Engagement, Kaplan Kirsch Rockwell LLP
- 5 - consent 3 - CO Div of Homeland Security, Emergency Mgt Performance Grant App
- 5 - consent 4 - Ack of CM approval, HRSA Network Planning Grant App
- 5 - consent 5 - 2023 Addendum to Med Claims Admin Agreement Imagine360
- 5 - consent 6 - BHA Grant Application, GC HHS, Health Navigation Svcs for Behav Health
- 5 - consent 7 - Professional Services Agreement, Willow Bay Counseling
- 5 - consent 8 - Dept of Health Care Policy Amendmt 2
- 5 - consent 9 - MOA, BOCC, Mtn Express, RTA for senior transport
- 5 - consent 10 - BHA Grant App\_Juvenile Svcs and Criminal Diversion
- 6 - BOCC meeting calendar
- 7 - IHOI grant submission
- 8 - Lot Cluster Crystal Meadows Sub, Doloras Harms
- 9 - Snowbound Subdivision Plat Vacation, Revocation
- 10 - GV Land Preservation Fund Grant, CB Land Trust, Schutt Wetlands
- 11 - Broadband Letter to Gov Polis

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

**DATE:** Tuesday, January 10, 2023

**Page 1 of 3**

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

- 8:00 am
- Swearing In of Elected Officials; Performed by District Court Judge J. Steven Patrick
    1. Laura Puckett Daniels, Gunnison County Commissioner District 3
    2. Adam Murdie, Gunnison County Sheriff
    3. Michael Barnes, Gunnison County Coroner
    4. Kathy Simillion, Gunnison County Clerk & Recorder
    5. Kristy McFarland, Gunnison County Assessor

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

- 8:40 am
- Call to Order
  - Alcohol Beverage License #03-01981; Amie Mountain Lodge LLC dba Inn at Arrowhead; Effective 10/15/2022 - 10/15/2023
  - Alcohol Beverage License #26-54026-0000; Black Mesa Lodge LLC dba Black Mesa Lodge; Effective 9/06/2022 - 9/6/2023
  - Alcohol Beverage License #03-15394; Harmels Operations LLC dba Harmels Ranch Resort; Effective 10/28/2022 - 10/28/2023
  - Adjourn

**GUNNISON COUNTY BOARD OF EQUALIZATION:**

- 8:42 am
- Call to Order
  - Minutes Approval:
    1. October 25, 2022 Regular Meeting
  - Adjourn

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:**

- 8:43 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. Approval for Department of Health Care Policy and Financing Contract Amendment #1, 22-171376A1; Hinsdale County; to create and revise performance-based benchmarks and deliverables for County departments of human/social services; State Fiscal Year 2023; \$8,011.30
  - Adjourn

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

- 8:45 am
- Call to Order; Agenda Review

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

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

**DATE:** Tuesday, January 10, 2023

**Page 2 of 3**

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

- Gunnison County Board of County Commissioners (BOCC) Board Reorganization and Commissioner Appointments:
  1. Designate BOCC Chairperson and Vice Chairperson for 2022
  2. Gunnison Valley Rural Transportation Authority Board (two voting members)
  3. Region 10 Board (one voting member)
  4. Gunnison Basin Sage-grouse Strategic Committee (one voting member, one alternate)
  5. Early Childhood Council (one voting member)
  6. Club 20 (one voting member)
  7. Gunnison County Sick Leave Bank Board (one voting member)
  8. Gunnison Chamber (one ex-officio member)
  9. Gunnison Basin Roundtable (one rep; five-year term)
  10. Gunnison Valley Regional Housing Authority (one elected rep)
  11. Sustainable Tourism and Outdoor Recreation Committee (one BOCC rep; three-year term)
  12. Rural Welcoming Committee – (non-voting member/advisory)
  
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Approval for Colorado Department of Human Services Certification of Compliance; Year 2023 certification; County Human Services Personnel and Merit System
  2. Approval for Letter of Engagement with Kaplan Kirsch & Rockwell LLP; for legal services regarding the Charter Operating Agreement and Lease of Airport Facilities with Delux Public Charter, LLC dba JSX; Effective Date December 7, 2022
  3. Approval for the Colorado Division of Homeland Security & Emergency Management's 2023 Gunnison County Emergency Management Performance Grant (EMPG) Application; 50% match, \$197,605.40
  4. Acknowledgment of County Manager's approval to submit; Health Resources and Services Administration (HRSA) Network Planning Grant Application; for the Health Coalition's shared data system; \$100,000; deadline 1/05/2023
  5. Approval for the 2023 Addendum to the (Medical) Claims Administration Agreement; Imagine360 Administrators, LLC; Effective January 1, 2023
  6. Approval for Behavioral Health Administration Grant Application; Gunnison County Health and Human Services; for Health Navigation Services related to Behavioral Health services, Health Care services and basic needs; \$216,000, deadline 1/15/2023
  7. Approval for Professional Services Agreement; Willow Bay Counseling, LLC; for Psychoeducation and substance abuse prevention support to youth and families; Effective at signing date to 12/30/2023; \$6,400
  8. Approval for the Department of Health Care Policy Amendment #2; to create and revise performance-based benchmarks and deliverables for County departments of human/social services; State Fiscal Year 2023; \$24,420.22
  9. Acknowledgment of County Manager's Signature; Memorandum of Agreement Between the BOCC, Mountain Express, and Regional Transportation Authority (RTA) Regarding Senior Transportation; 1/01/2023 - 12/31/2023; up to \$55,000
  10. Approval for Behavioral Health Administration Grant application; for Juvenile Services/Criminal Diversion; \$1,569,986; deadline 1/15/2023
  
- Scheduling
  1. 2023 Board of County Commissioners Meeting Agenda Posting Locations
  
- County Manager's Reports

9:15 am

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

**DATE:** Tuesday, January 10, 2023

**Page 3 of 3**

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

- 9:20 am • Approval for Submission; State of Colorado Innovative Affordable Housing Strategies IHOI grant application; Phase 2 of Sawtooth project; \$1,000,000
- 9:25 • Lot Cluster; Lot 2, Block 3, Crystal Meadows Subdivision and the adjacent 0.44 acres; Doloras Harms; LUC-22-00060
- 9:30 • Snowbound Subdivision Plat; Vacation and Revocation; Marble, Colorado; Jeffe Hall; LUC-22-00047
- 9:35 • Approval for the Gunnison Valley Land Preservation Fund Grant Agreement; Crested Butte Land Trust; Schutt Wetlands Conservation Easement Project; \$125,0000
- 9:50 • Letter to Governor Polis regarding Broadband Services for rural and remote areas of Colorado
- 9:55 • Comments Regarding Proposed Mineral Withdraw by Bureau of Land Management and United States Forest Service in Thompson Divide Area
- 10:10 am • **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

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

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**Agenda Item:** Alcohol Beverage License; Inn at Arrowhead; Black Mesa Lodge; Harmels Ranch Resort

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liquor License Renewals for:  
Amie Mountain Lodge LLC dba Inn At Arrowhead, Black Mesa Lodge LLC dba Black Mesa, Harmels Operations LLC dba Harmels Ranch Resort

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 12/12/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/15/2022

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 1

Agenda Date: 12/20/2022

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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

**BLACK MESA LODGE LLC  
dba BLACK MESA LODGE  
100 CORRAL GULCH RD  
Gunnison CO 81230**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>26-54026-0000</b>	License Expires at Midnight <b>September 06, 2023</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 11/22/2022 YHK

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**BLACK MESA LODGE**  
**PO BOX 132**  
**Crawford CO 81415**

**received**  
8-11-2022  
*KS*

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$550<sup>7</sup></b>

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

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

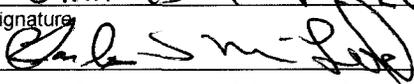
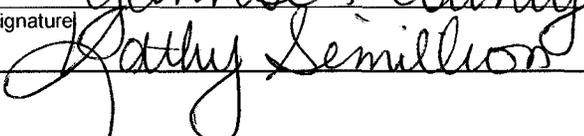
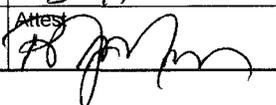
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BLACK MESA LODGE LLC		Doing Business As Name (DBA) BLACK MESA LODGE	
Liquor License # 26-54026-0000	License Type Hotel & Restaurant (county)		
Sales Tax License Number 26540260000	Expiration Date 09/06/2022	Due Date 07/23/2022	
Business Address 100 CORRAL GULCH RD Gunnison CO 81230			Phone Number 9705960390
Mailing Address PO BOX 132 Crawford CO 81415		Email <i>TOM 6972 @ MSM.COM</i>	
Operating Manager <i>TOM McLeod</i>	Date of Birth <i>4-23-53</i>	Home Address <i>106-1550 Rd, Delta CO 81416</i>	Phone Number <i>970-596-0390</i>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

<b>Affirmation &amp; Consent</b>			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.			
Type or Print Name of Applicant/Authorized Agent of Business		Title	
Charles T McLeod		Owner	
Signature		Date	
		8-11-2022	
<b>Report &amp; Approval of City or County Licensing Authority</b>			
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.			
<b>Therefore this application is approved.</b>			
Local Licensing Authority For		Date	
Gunnison County		8-11-2022	
Signature	Title	Attest	
	County Clerk		

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

**AMIE MOUNTAIN LODGE LLC  
dba INN AT ARROWHEAD  
21401 ALPINE PLATEAU  
Cimarron CO 81220**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-01981</b>	License Expires at Midnight <b>October 15, 2023</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 11/22/2022 YHK

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**INN AT ARROWHEAD  
 21401 ALPINE PLATEAU  
 Cimarron CO 81220**

**received**  
 8-26-2022

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

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

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

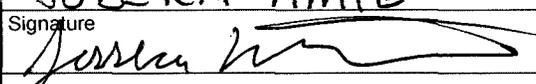
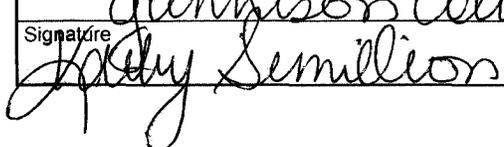
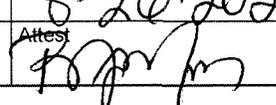
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>AMIE MOUNTAIN LODGE LLC</b>		Doing Business As Name (DBA) <b>INN AT ARROWHEAD</b>	
Liquor License # <b>03-01981</b>	License Type <b>Hotel &amp; Restaurant (county)</b>		
Sales Tax License Number <b>30119387</b>	Expiration Date <b>10/15/2022</b>	Due Date <b>08/31/2022</b>	
Business Address <b>21401 ALPINE PLATEAU Cimarron CO 81220</b>			Phone Number <b>9708628206</b>
Mailing Address <b>21401 ALPINE PLATEAU Cimarron CO 81220</b>		Email <b>RELAX@ArrowheadMountainLodge.com</b>	
Operating Manager <b>Jessica Amie</b>	Date of Birth <b>5/19/1980</b>	Home Address <b>606 Snowshoe Lane, Cimarron, Co 81220</b>	Phone Number <b>970-443-7465</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <b>business w/ 90 days notice</b>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

<b>Affirmation &amp; Consent</b>	
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 <b>JESSICA AMIE</b>	Title <b>OWNER</b>
Signature 	Date <b>8/5/2022</b>
<b>Report &amp; Approval of City or County Licensing Authority</b>	
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. <b>Therefore this application is approved.</b>	
Local Licensing Authority For <b>Summit County</b>	Date <b>8-26-2022</b>
Signature 	Title <b>County Clerk</b>
	Attest 

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

**HARMELS OPERATIONS LLC  
dba HARMELS RANCH RESORT  
6748 COUNTY ROAD 744  
Almont CO 81210**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-15394</b>	License Expires at Midnight <b>October 28, 2023</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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In testimony whereof, I have hereunto set my hand. 11/21/2022 CG

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

*Hotel / Restaurant*

*Late fee  
\$500*

**received**  
 11-10-2022

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	500.00
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	\$
<b>Amount Due/Paid</b>	<b>\$550</b>

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <i>Harmels Operations LLC</i>		Doing Business As Name (DBA) <i>Harmels Ranch Resort</i>	
Liquor License # <i>03-15394</i>	License Type <i>Hotel &amp; Restaurant</i>		
Sales Tax License Number <i>94943745-0001</i>	Expiration Date <i>12/31/2023</i>	Due Date <i>10-28-2022</i>	
Business Address <i>6748 CR 742 Almont, CO <del>81210</del> 81210</i>			Phone Number <i>(970) 641-1740</i>
Mailing Address <i>6748 CR 742 Almont, CO <del>81210</del> 81210</i>			Email <i>stay@harmels.com</i>
Operating Manager <i>David Reynolds</i>	Date of Birth <i>12/14/1968</i>	Home Address <i>1000 CR 744 Almont, CO 81210</i>	Phone Number <i>(970) 712-4526</i>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  Yes  No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  Yes  No

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
David Reynolds	Owner
Signature	Date
	11/10/2022

**Report & Approval of City or County Licensing Authority**

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

**Therefore this application is approved.**

Local Licensing Authority For	Date
Summit County	11-10-2022
Signature	Title
Kathy Simillion	County Clerk
	Attest



**GUNNISON COUNTY**

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

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-01981**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**AMIE MOUNTAIN LODGE LLC DBA INN AT ARROWHEAD  
21401 ALPINE PLATEAU  
CIMARRON, COLORADO 81220**

Fee \$100.00

Effective Dates: 10.15.2022 - 10.15.2023

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

*Kathy Simillion* 11-28-2022  
\_\_\_\_\_  
Gunnison County Clerk                      Date                      Board of County Commissioners                      Date  
Kathy Simillion



**GUNNISON COUNTY**

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

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #26-54026-0000**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**BLACK MESA LODGE LLC DBA BLACK MESA LODGE  
100 CORRAL GULCH RD  
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 09.06.2022 - 09.06.2023

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

*Kathy Simillion 11-28-2022*

Gunnison County Clerk  
Kathy Simillion

Date

Board of County Commissioners Date



**GUNNISON COUNTY**

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

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-15394**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**HARMELS OPERATIONS LLC DBA HARMELS RANCH RESORT  
6748 COUNTY ROAD 744  
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 10.28.2022 - 10.28.2023

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

*Kathy Simillion* 11-22-2022 \_\_\_\_\_  
Gunnison County Clerk                      Date              Board of County Commissioners      Date  
Kathy Simillion

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

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**Agenda Item:** Minutes Approval: CBOE October 25, 2022 Regular M

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, a draft of the County Board of Equalization minutes for 10/25/2022

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/10/2023

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**GUNNISON COUNTY BOARD OF EQUALIZATION  
MEETING MINUTES  
October 25 ,2022**

The October 25, 2022 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  
Roland Mason, Vice-Chairperson  
Liz Smith, Commissioner

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

**NOTICE:** Please use this SharePoint Link to see the Petitioner’s and Assessor’s exhibits for each case:  
[https://gcco.sharepoint.com/:f:/s/CBOE-EXT/EIOJFuRkRtKsnvcFMMv8G8BvjB2F-K\\_ZVRLBAGDqyVjvQ](https://gcco.sharepoint.com/:f:/s/CBOE-EXT/EIOJFuRkRtKsnvcFMMv8G8BvjB2F-K_ZVRLBAGDqyVjvQ)

**CALL TO ORDER:** Chairperson Houck called the Gunnison County Board of Equalization meeting to order at 8:30 am.

**HEARING OFFICER RECOMMENDATIONS and CBOE DECISIONS FOR PROPERTIES APPEALED TO THE CBOE:** The CBOE Hearing Officer for 2022, Walter Sorrentino, was present remotely via Zoom. Chairperson Houck briefly explained for those present the process which the hearing officer had used for the initial hearings held on October 19<sup>th</sup>, 2022.

At the request of Chairperson Houck, Mr. Sorrentino then reviewed with the Board each of the appeals and his recommendations.

- 1. CBOE #02; R044150; Patricia F. Del Tredici Living Trust:** HO Sorrentino briefly outlined for the Board that this was a condominium unit within the Meadow Vista Condos. Since recognizing that this unit backed up to a bar/restaurant, the Assessor’s Office had reduced the valuation to \$391,860. HO Sorrentino agreed with this reduction and made the same value recommendation to the Board.

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
\$457,170	\$391,860	\$360,000	ADJUST	\$391,860	ADJUST	\$391,860

**Moved** by Commissioner Houck to adjust the value of CBOE #02, R044150, to the recommended valuation of \$391,860, as presented. Commissioner Mason seconded. Motion carried unanimously.

- 2. CBOE #03; R003490; Sue E. Attaway:** HO Sorrentino informed the Board that the applicant had not showed up for the hearing. After his review of the submittal, he stated that it appeared the applicant did not have an issue with the valuation, but had issues with the characteristics. He noted that an assessor had gone out and inspected the property and made corrections to the description which increased the value from the initial valuation. Mr. Sorrentino then stated that he assumed the applicant had approved the increase based upon the characteristic changes, and had gone ahead and denied the appeal.

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
\$1,240,530	\$1,240,530	not stated	DENY	\$1,240,530	DENY	\$1,240,530

**Moved** by Commissioner Houck, in the case of CBOE #03, R003490, to deny the request. Commissioner Mason seconded. Motion carried unanimously.

- 3. CBOE #04; R033562; M. Kelley and Janet S. Ribbens:** Commissioner Houck noted that the next three appeals – CBOE #'s 04, 05, and 06 - were all from the same owner and then asked the Hearing Officer to go over these lots together for his review.

HO Sorrentino explained to the Board that CBOE #04, #05, and #06 were all vacant land properties near Pitkin – these were sizeable lots, adjacent to each other, and dividable. He noted that there were two lot sales which the assessor had submitted for the hearing which were close in proximity to these properties, and he had used these for comparisons. He outlined that the Assessor’s Office had recommended lowering the value on CBOE #06 due to topographical problems and the lack of utility impacting that property. Mr. Sorrentino recommended denying the petition on CBOE #04 and #05, and decreasing the value of CBOE #06, based upon the assessor’s recommended adjustment.

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
\$69,920	\$69,920	\$20,000	DENY	\$69,920	DENY	\$69,920

With no questions from the Board, it was **moved** by Commissioner Mason, in the case of CBOE #04, R033562, to deny the request. Commissioner Houck seconded. Motion carried unanimously.

**4. CBOE #05; R033563; M. Kelley and Janet S. Ribbens:**

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
\$69,920	\$69,920	\$20,000	DENY	\$69,920	DENY	\$69,920

With no questions from the Board, it was **moved** by Commissioner Mason to deny the request for CBOE #05, R033563. Commissioner Smith seconded. Motion carried unanimously.

**5. CBOE #06; R033564; M. Kelley and Janet S. Ribbens:**

NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	HEARING OFFICER FINDING	HEARING OFFICER VALUE	CBOE DECISION	CBOE VALUE
\$66,420	\$43,180	\$20,000	ADJUST	\$43,180	ADJUST	\$43,180

With no questions from the Board, it was **moved** by Commissioner Smith to accept the recommended reduction for CBOE #06, R033564, in the amount of \$43,180. Commissioner Mason seconded. Motion carried unanimously.

**VALUE STIPULATION FOR CBOE #01; R044717 + 279 OTHERS; BOXER F2 LP (AGENT: RYAN LLC) – see list of 279 other properties at the end of the minutes.** Hearing Officer Walter Sorrentino advised that he had not been involved with the value stipulation, but informed the Board that he had read into the record he would accept whatever was agreed to between the assessor and the petitioner.

Deputy County Attorney Alex San Filippo-Rosser was present in the room to explain the background of the value stipulation to the Board. He stated that they had now reached a stipulation in the previous tax year of \$19 million – entered in front of the Board of Assessment Appeals (BAA). ACA San Filippo-Rosser requested that the Board also accept the value stipulation of \$19 million.

DCA San Filippo-Rosser then outlined that, in the 2019 tax year, the valuation had been at \$16 million and the CBOE in 2021 had moved to accept the assessor-adjusted value of \$19.9 million. The petitioner had appealed to the Board of Assessment Appeals (BAA) asking for a valuation of \$10.4 million. County Manager Birnie asked if the property had recently sold, and DCA San Filippo-Rosser stated that it had sold in the late summer of 2022 for around \$40 million. He noted that this sale was outside of the timeframe for the appeal and could not be used directly in this decision.

Commissioner Houck then noted that there was no opportunity to look forward on this sale; County Attorney Hoyt confirmed that the BAA would not accept into evidence that recent sale for consideration. When asked for clarification on what the accepted timeframe was, Senior Appraiser Analyst for the Assessor’s Office, Alexandra Cohen, answered that it would be for sales up to June 30<sup>th</sup>, 2021.

The Board then briefly discussed the changes in rentals and housing since that time period. With the commissioners all agreeing that they felt comfortable making a decision, Chairperson Houck consulted CA Hoyt and DCA San Filippo-Rosser about the technicalities in stating their decision.

**Moved** by Commissioner Houck that, for CBOE #01, R044717 plus an additional 279 properties which are listed individually in the portfolio and are included in the packet information, the stipulation be accepted in the amount of \$19 million as presented. Commissioner Smith seconded. Motion carried unanimously.

Individual determinations for CBOE #01 (280 Properties) were as follows:

2022 CBOE RECOMMENDATION AND DECISION SUMMARY - CASE #1 - BOXER F2 LP						
Account No	Legal Description	Notice of Determination	Recommended Finding	Recommended Value	CBOE Decision	CBOE Value
R044717	IMPROVEMENT ONLY: EMPLOYEE LIVING SPACES	\$563,200	ADJUST	\$537,770	ADJUST	\$537,770
R044718	UNIT 101 ELEVATION A PLANNED COMMUNITY	\$31,880	DENY	\$31,880	DENY	\$31,880
R044719	UNIT 102 ELEVATION A PLANNED COMMUNITY	\$31,880	DENY	\$31,880	DENY	\$31,880
R044720	UNIT 103 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044721	UNIT 104 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044722	UNIT 105 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044723	UNIT 106 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044724	UNIT 107 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044725	UNIT 108 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044726	UNIT 109 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044727	UNIT 110 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044728	UNIT 111 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044729	UNIT 112 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044730	UNIT 113 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044731	UNIT 114 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044732	UNIT 115 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044733	UNIT 116 ELEVATION A PLANNED COMMUNITY	\$36,490	DENY	\$36,490	DENY	\$36,490
R044734	UNIT 117 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044735	UNIT 118 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160





Account No	Legal Description	Notice of Determination	Recommended Finding	Recommended Value	CBOE Decision	CBOE Value
R044876	UNIT 453 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044877	UNIT 454 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044878	UNIT 455 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044879	UNIT 456 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044880	UNIT 457 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044881	UNIT 458 ELEVATION A PLANNED COMMUNITY	\$31,880	DENY	\$31,880	DENY	\$31,880
R044882	UNIT 459 ELEVATION A PLANNED COMMUNITY	\$31,880	DENY	\$31,880	DENY	\$31,880
R044883	UNIT 501 ELEVATION A PLANNED COMMUNITY	\$31,880	DENY	\$31,880	DENY	\$31,880
R044884	UNIT 502 ELEVATION A PLANNED COMMUNITY	\$31,880	DENY	\$31,880	DENY	\$31,880
R044885	UNIT 503 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044886	UNIT 504 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044887	UNIT 505 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044888	UNIT 506 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044889	UNIT 507 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044890	UNIT 508 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044891	UNIT 509 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044892	UNIT 510 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044893	UNIT 511 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044894	UNIT 512 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044895	UNIT 513 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044896	UNIT 514 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044897	UNIT 515 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044898	UNIT 516 ELEVATION A PLANNED COMMUNITY	\$36,490	DENY	\$36,490	DENY	\$36,490
R044899	UNIT 517 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044900	UNIT 518 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044901	UNIT 519 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044902	UNIT 520 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044903	UNIT 521 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044904	UNIT 522 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044905	UNIT 523 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044906	UNIT 524 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044907	UNIT 525 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044908	UNIT 526 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044909	UNIT 527 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044910	UNIT 528 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044911	UNIT 529 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044912	UNIT 530 ELEVATION A PLANNED COMMUNITY	\$34,700	DENY	\$34,700	DENY	\$34,700
R044913	UNIT 531 ELEVATION A PLANNED COMMUNITY	\$21,310	DENY	\$21,310	DENY	\$21,310
R044914	UNIT 532 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044915	UNIT 533 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044916	UNIT 534 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044917	UNIT 535 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044918	UNIT 536 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044919	UNIT 537 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044920	UNIT 538 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044921	UNIT 539 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044922	UNIT 540 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044923	UNIT 541 ELEVATION A PLANNED COMMUNITY	\$38,060	DENY	\$38,060	DENY	\$38,060
R044924	UNIT 542 ELEVATION A PLANNED COMMUNITY	\$33,360	DENY	\$33,360	DENY	\$33,360
R044925	UNIT 543 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044926	UNIT 544 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044927	UNIT 545 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044928	UNIT 546 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044929	UNIT 547 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044930	UNIT 548 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044931	UNIT 549 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044932	UNIT 550 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044933	UNIT 551 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044934	UNIT 552 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044935	UNIT 553 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044936	UNIT 554 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044937	UNIT 555 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044938	UNIT 556 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044939	UNIT 557 ELEVATION A PLANNED COMMUNITY	\$34,470	DENY	\$34,470	DENY	\$34,470
R044940	UNIT 558 ELEVATION A PLANNED COMMUNITY	\$71,810	DENY	\$71,810	DENY	\$71,810
R044941	UNIT 617 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044942	UNIT 618 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044943	UNIT 619 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044944	UNIT 620 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044945	UNIT 621 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160

Account No	Legal Description	Notice of Determination	Recommended Finding	Recommended Value	CBOE Decision	CBOE Value
R044946	UNIT 622 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044947	UNIT 623 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044948	UNIT 624 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044949	UNIT 625 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044950	UNIT 626 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044951	UNIT 627 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044952	UNIT 628 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044953	UNIT 629 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044954	UNIT 630 ELEVATION A PLANNED COMMUNITY	\$34,700	DENY	\$34,700	DENY	\$34,700
R044955	UNIT 631 ELEVATION A PLANNED COMMUNITY	\$21,310	DENY	\$21,310	DENY	\$21,310
R044956	UNIT 632 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044957	UNIT 633 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044958	UNIT 634 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044959	UNIT 635 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044960	UNIT 636 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044961	UNIT 637 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044962	UNIT 638 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044963	UNIT 639 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044964	UNIT 640 ELEVATION A PLANNED COMMUNITY	\$17,680	DENY	\$17,680	DENY	\$17,680
R044965	UNIT 641 ELEVATION A PLANNED COMMUNITY	\$38,060	DENY	\$38,060	DENY	\$38,060
R044966	UNIT 642 ELEVATION A PLANNED COMMUNITY	\$33,360	DENY	\$33,360	DENY	\$33,360
R044967	UNIT 643 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044968	UNIT 644 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044969	UNIT 645 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044970	UNIT 646 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044972	UNIT 648 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044973	UNIT 649 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044974	UNIT 650 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044975	UNIT 651 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044976	UNIT 652 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044977	UNIT 653 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044978	UNIT 654 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044979	UNIT 655 ELEVATION A PLANNED COMMUNITY	\$19,160	DENY	\$19,160	DENY	\$19,160
R044709	UNIT C-101 ELEVATION A PLANNED COMMUNITY	\$1,095,220	ADJUST	\$1,022,990	ADJUST	\$1,022,990
R044710	UNIT C-102 ELEVATION A PLANNED COMMUNITY	\$2,099,780	ADJUST	\$1,961,230	ADJUST	\$1,961,230
R044711	UNIT C-103 ELEVATION A PLANNED COMMUNITY	\$998,450	ADJUST	\$932,580	ADJUST	\$932,580
R044712	UNIT C-104 ELEVATION A PLANNED COMMUNITY	\$168,430	ADJUST	\$157,340	ADJUST	\$157,340
R044713	UNIT C-201 ELEVATION A PLANNED COMMUNITY	\$314,610	ADJUST	\$293,880	ADJUST	\$293,880
R044714	UNIT C-202 ELEVATION A PLANNED COMMUNITY	\$497,510	ADJUST	\$464,700	ADJUST	\$464,700
R044715	UNIT C-203 ELEVATION A PLANNED COMMUNITY	\$1,090,170	ADJUST	\$1,018,260	ADJUST	\$1,018,260
R044716	UNIT C-204 ELEVATION A PLANNED COMMUNITY	\$208,990	ADJUST	\$195,230	ADJUST	\$195,230
R044701	UNIT C-ML06 ELEVATION A PLANNED COMMUNITY	\$903,830	ADJUST	\$844,210	ADJUST	\$844,210
R044702	UNIT C-ML07 ELEVATION A PLANNED COMMUNITY	\$247,100	ADJUST	\$230,820	ADJUST	\$230,820
R044703	UNIT C-ML08 ELEVATION A PLANNED COMMUNITY	\$1,695,530	ADJUST	\$1,583,670	ADJUST	\$1,583,670
R044704	UNIT C-ML09 ELEVATION A PLANNED COMMUNITY	\$503,210	ADJUST	\$470,030	ADJUST	\$470,030
R044698	UNIT C-P101 ELEVATION A PLANNED COMMUNITY	\$572,460	ADJUST	\$534,710	ADJUST	\$534,710
R044699	UNIT C-P102 ELEVATION A PLANNED COMMUNITY	\$575,640	ADJUST	\$537,680	ADJUST	\$537,680
R044705	UNIT C-P202 ELEVATION A PLANNED COMMUNITY	\$509,050	ADJUST	\$475,480	ADJUST	\$475,480
R044706	UNIT C-P204 ELEVATION A PLANNED COMMUNITY	\$1,055,940	ADJUST	\$986,290	ADJUST	\$986,290
R044707	UNIT C-P205 ELEVATION A PLANNED COMMUNITY	\$516,500	ADJUST	\$482,440	ADJUST	\$482,440
R044708	UNIT C-P206 ELEVATION A PLANNED COMMUNITY	\$505,370	ADJUST	\$472,050	ADJUST	\$472,050
TOTAL		\$19,919,630		\$19,000,000		\$19,000,000

**ASSESSOR RECOMMENDATIONS FOR CHANGES TO PROPERTIES NOT APPEALED TO THE CBOE:** Senior Appraisal Analyst Alexandra Cohen was present to explain the recommendations for changes to the Board. She briefly went over the 14 accounts with changes and their various reasons for the decrease/increase in valuations or changes to classification. These were presented in the meeting packet as well.

With no questions from the Board, it was **moved** by Commissioner Houck for the Board, in their capacity as the County Board of Equalization, to accept and approve the adjustments recommended by the Assessor’s Office, for CBOE account numbers R003162,. R071874, R011160, R074045, R015233, R042869, R071120, R071122, R030316, R009554, R030991, R010354, R033273, and R033394, along with the corresponding values that were included in the information in the official meeting packet. Commissioner Smith seconded. Motion carried unanimously.

[The complete list of property changes can be found at the end of these meeting minutes under the CBOE Text Inclusion into minutes – “2022 CBOE Assessor Recommended Area Changes.”]

**ADJOURN:** Chairperson Houck thanked the Assessor’s Office and Hearing Officer Walter Sorrentino for their work and adjourned the meeting of the Gunnison County Board of Equalization at 8:54 am.

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

\_\_\_\_\_  
Roland Mason, Vice-Chairperson

\_\_\_\_\_  
Liz Smith, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Melanie Bollig, Deputy County Clerk

Attest:

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

**GUNNISON COUNTY BOARD OF EQUALIZATION TEXT INCLUSION INTO MINUTES**

**2022 CBOE  
ASSESSOR RECOMMENDED AREA CHANGES**

Account #	Legal Description	Current 2022 Value		CBOE Adjusted 2022 Value		Reason for Change
		Classification	Value	Classification	Value	
R003162	LOTS 1 & 2, BLOCK 21, CRESTED BUTTE	Mixed Use	\$1,480,230	Residential	\$1,560,200	No longer commercial
R071874	PARCEL A, BLOCK 14, WEST GUNNISON	Commercial	\$311,940	Residential	\$335,580	No longer commercial
R011160	40 ACRES IN SECTION 27, TOWNSHIP 47N, RANGE 3W	Residential	\$738,240	Residential	\$604,380	Square footage correction
R074045	6.4 ACRES IN SECTION 27, TOWNSHIP 47N, RANGE 7W (AKA PART OF PANORAMA NO. 2)	Mixed Use	\$1,047,000	Agricultural	\$350	Improvements should not be on account
R015233	LOT 27, BLOCK 5, CRESTED BUTTE SOUTH SUBDIVISION	Vacant	\$100,000	Residential	\$190,060	Corrected abstract codes
R042869	LOT 75, DOS RIOS SUBDIVISION, UNIT NO. 3	Residential	\$739,060	Residential	\$686,080	Square footage correction
R071120	UNDIVIDED 20% INTEREST IN: LOTS 14-16, PART OF LOTS 17-20 AND ADJACENT ALLEY, BLOCK 41, PITKIN	Vacant	\$5,020	Residential	\$5,020	Qualifies for contiguous use
R071122	UNDIVIDED 20% INTEREST IN: LOTS 14-16, PART OF LOTS 17-20 AND ADJACENT ALLEY, BLOCK 41, PITKIN	Vacant	\$5,020	Residential	\$5,020	Qualifies for contiguous use

Account #	Legal Description	Current 2022 Value		CBOE Adjusted 2022 Value		Reason for Change
		Classification	Value	Classification	Value	
R030316	LOT 19, TRAPPER'S CROSSING AT WILDCAT SUBDIVISION	Vacant	\$284,640	Vacant	\$177,900	Lot does not have a well
R009554	LOT 26, PART OF LOT 27 & ADJACENT STREET, BLOCKS 1 & 5, WHITE PINE	Residential	\$162,590	Residential	\$125,453	Square footage correction
R030991	UNIT 306, WESTHAVEN CONDOMINIUMS, GUNNISON	Residential	\$190,660	Residential	\$158,980	Building type is fourplex, not duplex/triplex
R010354	34.95 ACRES IN SECTION 7, TOWNSHIP 49N, RANGE 1W	Vacant	\$130,290	Residential	\$130,290	M033218 was moved to this parcel in 2021 - should be residential
R033273	0.747 ACRES IN SECTION 9, TOWNSHIP 11S, RANGE 89W	Agricultural	\$100	Agricultural	\$80	Acreage correction
R033394	1.401 ACRES IN SECTION 9, TOWNSHIP 11S, RANGE 89W	Agricultural	\$100	Agricultural	\$40	Acreage correction

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

**Agenda Item:** Approval for Department of Health Care Policy and

**Action Requested:** County Manager Signature Approval

**Parties to the Agreement:** Department of Health Care Policy and Financing

**Term Begins:** March 22, 2022

**Term Ends:**

**Grant Contract #:** 22-171376A1

**Summary:**

Amendment Contract Number 22-171376A1

The purpose of this Amendment is to create and revise performance-based benchmarks and

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

**County Attorney Review:**

Required

Not Required

Comments:

This is for Hinsdale County, so it should go before, and be signed by, the Gunnison-Hinsdale Board of Human Services. Otherwise legally sufficient. SO 1/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

# CONTRACT AMENDMENT #1

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 22-171376
<b>Contractor</b> Hinsdale County	<b>Amendment Contract Number</b> 22-171376A1
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2022                      \$6,072.29 Extension Terms State Fiscal Year 2023                      \$8,011.30  Total for All State Fiscal Years                      \$14,083.59	<b>Contract Performance Beginning Date</b> March 22, 2022  <b>Current Contract Expiration Date</b> June 30, 2023

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<b>CONTRACTOR</b> Hinsdale County   By: _____  Date: _____	<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing   By: _____  Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.  <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>   By: _____  Amendment Effective Date: _____	

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§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 or June 30, 2023.

**4. PURPOSE**

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

**5. MODIFICATIONS**

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

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

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

This Amendment is incorporated by reference into the Contract, and the Contract and all prior

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

## EXHIBIT A-1, STATEMENT OF WORK

### 1. TERMINOLOGY

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

Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
- 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.21. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.22. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.23. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.24. MCC – Health First Colorado Member Contact Center
- 1.1.25. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.26. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.
- 1.1.27. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

- 1.1.28. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.29. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.30. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
  - 1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.31. Redetermination - A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.32. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.33. Status Report - a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.34. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance.
- 1.1.35. Timely Determination - Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.36. Timely Disenrollment - Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.37. Timely Redetermination - Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.38. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.39. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.40. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.
- 1.1.41. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor, and can produce insights that can help the Contractor create a stronger customer experience.

## 2. COUNTY DETERMINATIONS

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

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

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

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

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

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

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

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Accuracy Performance Incentive Standard
  - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

#### 4.2.1.1. Accuracy Targets

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

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

4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.

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

#### 4.2.1.2. HCPF Eligibility Quality Assurance Program and Medical Assistance Performance (MAP) Accuracy Dashboard

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

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

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

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

#### 4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the most recent twelve (12) months of cumulative data on the MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate through HCPF Memo Series the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period to earn the Accuracy Performance Incentive payment.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent twelve (12) months of cumulative data MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

4.2.1.5.2.1. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:

- i. Inaccurate Eligibility Rate and/or,
- ii. Errors that do not impact Eligibility.

4.2.1.5.3. Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.5.3.1. The Department shall have two tier target percentages for the Accuracy Targets:

4.2.1.5.3.1.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.

4.2.1.5.3.1.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.

4.2.1.5.3.2. The Department shall set the two-tier targets percentage based on the most recent twelve (12) months of cumulative data for the Accuracy Incentive.

4.2.1.5.3.2.1. The finalized targets percentage will be communicated through the HCPF Memo Series.

4.2.1.5.4. Review Sample Size Exemption Process

4.2.1.5.4.1. The Department shall follow Exhibit D for the Review Sample Size Exemption Process.

4.2.1.5.4.2. Definition of Similar Error(s)

4.2.1.5.4.2.1. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to

address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.

- 4.2.1.5.4.3. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
- 4.2.1.5.4.4. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.5. Notification of Review Sample Size Exemption
  - 4.2.1.5.5.1. If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
  - 4.2.1.5.5.2. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4 will be notified through the Status Report.
    - 4.2.1.5.5.2.1. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.5.6.
    - 4.2.1.5.5.2.2. The Contractor shall submit any additional documentation requested for the exemption process to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPFCountyRelations@state.co.us](mailto:HCPFCountyRelations@state.co.us) within ten (10) business days from the day of notification.
- 4.2.1.5.6. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
  - 4.2.1.5.6.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.
- 4.2.2. BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Do Not impact Eligibility.
- 4.3. Performance Compliance Performance Incentive Standard
  - 4.3.1. The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long-term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
    - 4.3.1.1. The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.
      - 4.3.1.1.1. The Department reserves the right to remove and/or add additional measures as it is appropriate.

- 4.3.1.1.1.1. If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.1.1.2. Department Monitoring of MAP Dashboards
  - 4.3.1.1.2.1. The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department’s MAP Dashboard SharePoint Page and Tableau; copies of these Dashboards are also emailed to Contractor leadership monthly.
  - 4.3.1.1.3. Contractor Monitoring of MAP Dashboards
    - 4.3.1.1.3.1. The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
    - 4.3.1.1.3.2. The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action if necessary.
    - 4.3.1.1.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s).
    - 4.3.1.1.3.4. If requested, the Contractor shall respond to the Department with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
    - 4.3.1.1.3.5. The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
  - 4.3.1.1.4. Determining Compliance with Performance Compliance Performance Incentives Standard
    - 4.3.1.1.4.1. The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
      - 4.3.1.1.4.1.1. The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
      - 4.3.1.1.4.1.2. A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
        - 4.3.1.1.4.1.2.1. The Contractor shall refer to [HCPF OM 21-078](#) for guidance on MDLs, IAPs and CAPs.
          - 4.3.1.1.4.1.2.1.1. If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.
          - 4.3.1.1.4.1.2.2. The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. A Management Decision Letter decreases the county’s compliance percentage, thereby impacting the county’s ability to earn the Performance Compliance Incentive. Only Director-level performance measures that the county did not receive an

MDL for any time throughout the fiscal year will be considered in-compliance.

4.3.1.1.4.1.2.2.1. The Contractor shall refer to [HCPF OM 21-079](#) for guidance on calculation of target for the Performance Compliance Incentive. If additional or revised guidance is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.3.1.1.4.2. The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

4.3.1.1.4.2.1. The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.

4.3.2. BENCHMARK: The Contractor shall maintain compliance with a certain percentage of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.

#### 4.4. Customer Service Performance Incentive Standard

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

##### 4.4.1.1. Contractor Customer Service Tier

4.4.1.2. The Department shall assign the Contractor to a Customer Service Tier by September 30, 2022. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

##### 4.4.1.2.1. Customer Service Tier Reclassification

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

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

4.4.1.2.1.3. Only Contractor reclassifications from Tier 2 to Tier 1A or 1B are allowable.

##### 4.4.2. Customer Service Tier 1

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

##### 4.4.2.1.1. Customer Service Tier 1A

- 4.4.2.1.1.1. If the Contractor is classified as Tier 1A, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.
- 4.4.2.1.1.2. If the Contractor is classified as Tier 1A, the Contractor shall:
- 4.4.2.1.1.2.1. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.
- 4.4.2.1.1.2.1.1. Monthly reporting will be due on the 10<sup>th</sup> of each month and sent electronically to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us). Monthly reporting must begin in October 2022, unless the Department and the Contractor agree on a later date, not to exceed December 31, 2022.
- 4.4.2.1.1.2.1.2. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series and will be available no later than September 30, 2022.
- 4.4.2.1.1.2.1.3. If certain data elements required by the Department are not available in the Contractor's data, the Contractor shall propose an alternate data set, which shall be reviewed and approved by the Department.
- 4.4.2.1.1.2.2. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, June 16, 2023.
- 4.4.2.1.1.2.2.1. The service-level performance target for the Contractor's ASA shall be jointly determined by the Department and the Contractor and shall be based on the most recent six (6) months of ASA performance data provided by the Contractor.
- 4.4.2.1.1.2.2.2. The service-level performance target shall be jointly determined by the Department and Contractor no later than December 15, 2022.
- 4.4.2.1.1.2.3. Attend one, two-hour technical assistance and learning session with the Department's MCC Operations staff before June 30, 2023.
- 4.4.2.1.1.2.3.1. The date, time and location of the technical assistance and learning session will be jointly agreed-upon by the Department and the Contractor.
- 4.4.2.1.1.2.3.2. The session can be scheduled in a different time format, if agreed upon by the Department and the Contractor.
- 4.4.2.1.1.2.3.3. The Contractor can request additional support, beyond the required session detailed 4.4.2.1.1.2.3, from the MCC Operations staff to improve its ASA performance by contacting the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us).

4.4.2.1.1.2.4. The Contractor assigned to Customer Service Tier 1A must comply with the provisions in sections 4.4.2.1.1.2.1, 4.4.2.1.1.2.2 and 4.4.2.1.1.2.3 to earn a Customer Service Performance Incentive Payment.

4.4.2.1.2. Customer Service Tier 1B

4.4.2.1.2.1. If the Contractor is classified as Tier 1B, the Contractor is understood to not have an active call center operation, which includes at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. However, the Contractor classified as Tier 1B is actively and currently working to implement active call center operations within the contract period.

4.4.2.1.2.2. If the Contractor is classified as Tier 1B, the Contractor shall:

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

4.4.2.1.2.2.2. Monthly reporting will be due on the 10<sup>th</sup> of each month and sent electronically to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us). Monthly reporting must begin in October 2022, unless the Department and the Contractor agree on a later date, not to exceed December 31, 2022.

4.4.2.1.2.2.3. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series and will be available no later than September 30, 2022.

4.4.2.1.2.2.4. If certain data elements required by the Department are not available in the Contractor's data, the Contractor shall propose an alternate data set, which shall be reviewed and approved by the Department.

4.4.2.1.3. Customer Service Tier 1C

4.4.2.1.3.1. If the Contractor is classified as Tier 1C, the Contractor is understood to not have an active call center operation and does not anticipate implementing an active call center before the contract expiration date. A Contractor classified as Tier 1C may have sufficient volume for an active call center but does not currently have the processes or funding in order to implement the active call center.

4.4.2.1.3.2. If the Contractor does not anticipate implementing active call center operations prior to the end of the contract expiration date, the Contractor shall be re-classified by the Department as Tier 2B for the purposes of determining the Contractor's required metrics, benchmarks and deliverables.

4.4.2.1.3.2.1. Requirements for Tier 2B can be found in section 4.4.3.

4.4.2.1.3.3. If the Contractor does have available call center reporting from existing systems, the Contractor shall also follow the call center reporting requirements as detailed in section 4.4.2.1.2.2.1.

4.4.3. Customer Service Tier 2

- 4.4.3.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
- 4.4.3.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.4.3.3. If the Contractor is classified as Tier 2A, the Contractor shall:
  - 4.4.3.3.1. Submit to the Department a Customer Service Survey Outreach Plan no later than the Semi-Annual Due Date on June 16, 2023. The Customer Service Outreach Plan shall be submitted via the [County Relations webform](#).
    - 4.4.3.3.1.1. The Customer Service Survey is managed by the Department and does not require any action from the Contractor.
    - 4.4.3.3.1.2. The Contractor's baseline for the Customer Service Survey will be determined prior to the Semi-Annual Due Date to allow for the Contractor to integrate that data into its Customer Service Outreach Plan. The Contractor's baseline is used to determine what percentage of survey participation rate that must be increased in the following contract cycle.
    - 4.4.3.3.1.3. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
      - 4.4.3.3.1.3.1. The Customer Service Outreach Plan will include, at minimum, the following:
        - 4.4.3.3.1.3.1.1. Who is responsible for the Contractor's Outreach Plan
        - 4.4.3.3.1.3.1.2. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
        - 4.4.3.3.1.3.1.3. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
        - 4.4.3.3.1.3.1.4. How the Contractor tracks and monitors its participation rate based on Department-provided data
        - 4.4.3.3.1.3.1.5. No template is provided to the Contractor; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.
- 4.4.3.4. If the Contractor is classified as Tier 2B, the Contractor shall:
  - 4.4.3.4.1. Submit to the Department a Customer Service Improvement Plan (CSIP) no later than the Semi-Annual Due Date on June 16, 2023.
    - 4.4.3.4.1.1. The CSIP shall:
      - 4.4.3.4.1.1.1. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and

include each of the required elements listed from 4.4.3.4.1.1.2, 4.4.3.4.1.1.3, and 4.4.3.4.1.1.4.

- 4.4.3.4.1.1.2. Voice of the Customer
- 4.4.3.4.1.1.2.1. Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.
- 4.4.3.4.1.1.2.2. Address how the Contractor is or isn't using data to determine customer satisfaction
- 4.4.3.4.1.1.2.3. Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.
- 4.4.3.4.1.1.2.4. Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.
- 4.4.3.4.1.1.3. Complaints and Negative Feedback
- 4.4.3.4.1.1.3.1. Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.
- 4.4.3.4.1.1.3.2. If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.
- 4.4.3.4.1.1.3.3. Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.
- 4.4.3.4.1.1.4. Data Collection
- 4.4.3.4.1.1.4.1. Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.
- 4.4.3.4.1.1.4.2. Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.
- 4.4.3.4.1.1.4.3. Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.
- 4.4.4. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
- 4.4.4.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.4.5.1, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.
- 4.4.4.2. No exemptions for unusual circumstances are allowed for deliverables as detailed in section 4.4.5.2 for Contractors classified as Customer Service Tier 1A, 1B, 1C or Tier 2.
- 4.4.4.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

4.4.5. **PERFORMANCE BENCHMARK:**

- 4.4.5.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Customer Service survey response rates to increase by the customized target for the Contractor. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series.
- 4.4.5.2. Tier 2: Customer Service survey response rates to increase by the customized target for the Contractor. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series.

**5. SEMI-ANNUAL REPORTING**

- 5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us), unless otherwise specified through the HCPF Memo Series.
  - 5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:
    - 5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
      - 5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
      - 5.1.1.1.2. DUE DATE: June 16, 2023

**6. EXEMPTIONS**

- 6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.
  - 6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final and Performance Incentive Payments made based on the Department's determination.
- 6.2. Definition of Unusual Circumstances
  - 6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events over which the Contractor had no direct control and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.
  - 6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

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

- 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
- 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
  - 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.
    - 6.5.1.1. Customer Service Performance Incentive Standard
    - 6.5.1.2. Accuracy Performance Incentive Standard
  - 6.5.2. Unusual circumstances exemptions requests will not be considered for any Performance Incentive Standard listed under 6.5.2.
    - 6.5.2.1. Performance Compliance Performance Incentive Standard
  - 6.5.3. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.5.2 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

## **7. NOTIFICATIONS**

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.
  - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
  - 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.

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

## **8. DISPUTE RESOLUTION**

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

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

### **8.2. Allowable Disputes**

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
  - 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
  - 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
  - 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.

- 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
- 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
  - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
  - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

### **9.1. Compensation**

#### **9.1.1. Performance Incentive Payment**

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

- 9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
  - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
    - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
      - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
      - 9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
        - 9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
    - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
  - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
    - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
    - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
    - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

## 9.2. Payment Procedures

- 9.2.1. The Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
  - 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more

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

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

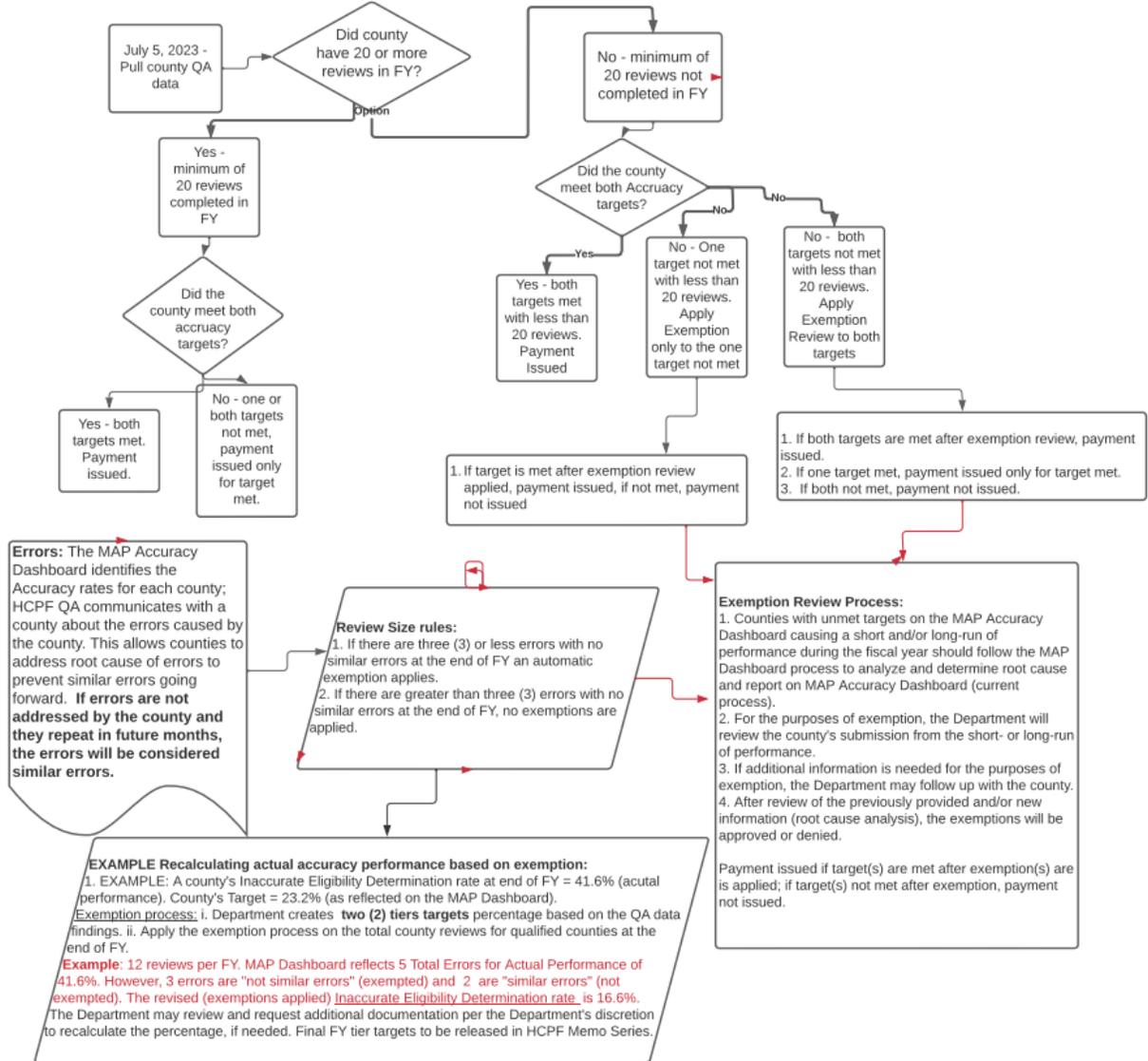
## EXHIBIT C-1, RATES

### SFY 2022-23 Incentives Payment Table

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

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>Payment Amount</b>
Accuracy Performance Incentive Payment	40%	\$3,204.52
Performance Compliance Performance Incentive Payment	30%	\$2,403.39
Customer Service Incentive Payment	30%	\$2,403.39
<b>Total</b>		<b>\$8,011.30</b>

## Exhibit D: Review Sample Size Exemption Process Flow



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

**Agenda Item:** Approval for Colorado Department of Human Services

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

**Parties to the Agreement:** Colorado Department of Human Services

**Term Begins:** January 1, 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained

**Fiscal Impact:** N/A

**Submitted by:** Blair Burgess

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Certification appears legally sufficient. STO 12/21/2022

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/3/2023

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 1/10/2023



**COLORADO**  
Department of Human Services

To: County Human/Social Services Directors  
From: Colorado Department of Human Services  
Date: 12/13/2022  
Re: 2023 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 (“Volume 2”) Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department by January 1 of each year. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1>.

Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to Josh Running Wolf [joshua.runningwolf@state.co.us](mailto:joshua.runningwolf@state.co.us).

Thank you for your assistance!

Enclosure

cc: Anne Marie, Deputy Executive Director of Community Partnerships  
Sarah Dawson, CDHS Director of Operations, Community Partnerships  
Laura Strother, CDHS Director of County Relations, Community Partnerships



**CDHS Certification of Compliance - Year 2023**  
**County Personnel and Merit System**

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

Gunnison County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2022 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

The County Director is exempt from the County Merit System per the Transitional Plan submitted to the Colorado Department of Human Services.     Yes     No

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Jonathan Houck  
Print Name

Gunnison County Board of County Commissioners Chair  
Title



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

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**Agenda Item:** Approval for Letter of Engagement with Kaplan Kirs

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Engagement letter to retain Kaplan Kirsch & Rockwell LLP (the "Firm") to advise the County on its Charter Operating Agreement and Lease of Airmort Facilities with Delux Public Charter, LLC dba JSX (the "Agreement").

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Engement letter appears legally sufficient STO 12/21/2022

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

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December 17, 2022

*VIA E-MAIL*

Matthew Hoyt  
County Attorney  
Gunnison County Attorney's Office  
200 East Virginia Avenue  
Gunnison, CO 81230

Re: Engagement for Legal Services

Dear Mr. Hoyt:

We are very pleased that Gunnison County (the "County") wishes to retain Kaplan Kirsch & Rockwell LLP (the "Firm") to advise the County on its Charter Operating Agreement and Lease of Airport Facilities with Delux Public Charter, LLC dba JSX (the "Agreement"). This letter sets forth the terms under which the Firm will represent the County on such matters and any other matters as directed by the County. While we are reluctant to be overly formal, we have found a detailed retainer letter is the best way to satisfy our ethical obligations and to be sure that each parties' obligations are clearly set forth in writing.

The effective date of our representation is December 7, 2022, the date of our first substantive discussion regarding this matter with my partner, Peter Kirsch. I will be the partner-in-charge of this engagement and will be the contact person for the Firm on this matter. At any time during our representation, you and your colleagues should always feel free to contact me or any other Firm partner if you have any questions or concerns about our work on your behalf. Our Firm's managing partner, Bob Randall, is always available in the event you have questions about our representation.

**Scope of Our Representation.** The County is engaging the Firm to advise the County with respect to the Agreement, and other matters to which we may jointly agree in writing. The scope of our representation is limited to these matters.

Attorneys within the Firm are licensed to practice law before the U.S. Supreme Court, most federal appellate and many federal district courts, as well the highest court in many states, including Colorado. To the extent that you seek advice with respect to states where Firm attorneys are not licensed, we will provide advice in a manner consistent with the rules of professional conduct applicable to the practice of law in that state.

**Opinions on Likely Outcomes.** Either at the commencement or during the course of our representation, attorneys in the Firm may express opinions or conclusions concerning the likely

outcome of the matters or various courses of action and the results that might be anticipated. We trust that you understand that, while we will always endeavor to give you candid and accurate assessments, any such statements will be an expression of our opinion based on information available to us at the time and are not a promise or guarantee.

**Fees and Charges.** The Firm will charge for its services according to the fees set out herein. I will be the partner-in-charge of this matter but anticipate involvement by other attorneys, as needed. For purposes of this engagement, my hourly rate is \$525 per hour. Associates will be billed at an hourly rate of \$425 to \$375 per hour, depending on their level of seniority, and senior partners will be billed at an hourly rate of \$575 per hour. The normal hourly rates for attorneys in the Firm range from \$350 to \$900 per hour. Paralegal/law clerk rates are charged at \$195 per hour. The Firm charges fees in six-minute (1/10 hour) increments. These rates will be effective until at least the end of calendar year 2023. The Firm annually evaluates its rates and will notify you in advance of any anticipated changes in rates.

In addition to the hourly fee for services, the Firm will charge you for all necessary and incidental out-of-pocket expenses, including, but not limited to, travel costs, office expenses, computerized legal research, court reporting services, and court or other filing fees. We do not generally charge for routine photocopying and long-distance telephone or cell phone calls but do charge for especially large copying jobs, color copies and hosting conference calls, in some instances. Out-of-pocket expenses are charged at our actual cost. **Please let us know if you have any special requirements for the expenditure or reporting of expenses.**

**Invoices.** It is the Firm's practice to send our clients a consolidated monthly invoice showing the amounts billed for particular matters during the period covered by the invoice. Unless you request otherwise, our invoices will contain daily detail for each professional's work on the client's matter. We can, however, prepare that invoice in any format that meets your needs. We urge you to raise any questions regarding our invoices as soon as they arise so that we can resolve any problems promptly. We require that the County pay our fees promptly on a monthly basis. We consider any invoice more than 30 days old to be overdue. If the County does not inform the Firm, in writing, of any questions or concerns with respect to the charges contained on an invoice within 30 days of receipt, the Firm will assume and the County agrees that such charges are acceptable to the County. The Firm reserves the right to charge interest of one percent per month on any outstanding amounts on invoices over 60 days old.

**Conflicts Evaluation.** In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between the County and any Firm clients. Further, we are not aware of any potential conflicts. As you are aware, the Firm represents a number of public sector and private sector clients. We cannot foreclose the possibility that, at some time in the future, any existing or future Firm client may be adverse to the County on matters completely unrelated to this engagement. It is also possible that an existing Firm client is currently adverse to the County on a matter of which we are unaware or in which we have no involvement. the County understands and agrees that the Firm may represent new and existing clients in any matter that is not substantially related to our work for the County even if the interest of such other clients may be

directly adverse to the County or to any entity or person related to the County, with one exception: This prospective consent to conflicting representation will, of course, not apply to any matter where, as a result of our work for the County, we have obtained sensitive, proprietary, or otherwise confidential information that could be used by such other clients to the material disadvantage of the County. In particular, the County consents to the Firm's representation of clients in seeking land use determinations from the County; and to the Firm's representation of parties to state agency rulemaking proceedings (including but not limited to air quality, oil and gas and energy matters before the Air Quality Control Commission, the Colorado Oil and Gas Conservation Commission, the Public Utilities Commission), including where such representation would advocate for position(s) adverse to the County's position(s), unless the Firm and the County should mutually agree to represent the County in such proceedings. Should we be involved in other matters for the County, the conflict evaluation will be done at that time on a case-by-case basis.

**Termination of Our Engagement.** Upon completion or termination of our representation on the matters described above, the attorney-client relationship will end unless the County and the Firm have agreed to a continuation with respect to other matters. The County has the right, at any time, to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter or any fact or circumstance (including any conflict of interest with another client) that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. No termination of our representation by the County or the Firm will relieve you of your obligations under the terms of our engagement to pay for services rendered or for costs or expenses paid or incurred on your behalf. In the unusual event that a court of competent jurisdiction refuses to permit us to withdraw upon termination, you would remain responsible for fees and costs. In the event we are compelled to intervene in a pending lawsuit or initiate any proceeding in order to recover any amount due under the terms of our engagement, the prevailing party is entitled to be reimbursed for any and all reasonable attorneys' fees, court costs, and expenses incurred in such proceeding.

**Entire Understanding of Terms of Our Representation.** This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and the County.

If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me. We look forward to working with you and your colleagues on this matter, and we look forward to a mutually satisfactory relationship. Thank you again for your interest in engaging the Firm.

Matthew Hoyt  
December 17, 2022  
Page 4

Sincerely,

KAPLAN KIRSCH & ROCKWELL LLP

By: \_\_\_\_\_

  
Steven L. Osit

ACCEPTED AND AGREED ON BEHALF OF  
GUNNISON COUNTY, COLORADO

By: \_\_\_\_\_

Matthew Hoyt, County Attorney

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

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

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**Agenda Item:** Colorado Division of Homeland Security & Emergency

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

**Parties to the Agreement:** State of Colorado and Gunnison County

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

**Term Ends:**

**Grant Contract #:** To be assigned

**Summary:**

2023 Gunnison County EMPG Application

**Fiscal Impact:** 50% match

**Submitted by:** Lisa Clay

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Grant application appears legally sufficient. STO 12/21/22

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

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# COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

## Signature Authorization Form

All fields on this form must be completed to be accepted.

All authorizations require two (2) or more signatures depending on the authorization purpose. This form allows saving for single signatures to supplement for three (3) or more required signatures.

For Application authorizations ONLY:

- Please indicate the Grant Program and Year in place of the award agreement encumbrance number below.
- Applications which require more than two (2) signatures, please complete additional forms as necessary to fulfill the requirements for signatures as outlined in the instructions for the grant application.

SUBRECIPIENT NAME:

AWARD AGREEMENT

ENCUMBRANCE NUMBER:

Please select the authorization purpose for this signature submission:

### Signature Authorization Section:

PRINTED: Signature #1 Name

PRINTED: Signature #2 Name

TITLE for Signature #1

TITLE for Signature #2

EMAIL for Signature #1

EMAIL for Signature #2

PHONE for Signature #1

PHONE for Signature #2

DATE of Signature #1

DATE of Signature #2

Signature #1

Signature #2

# Project #7: Application - Gunnison County 2023 EMPG / LEMS Application

Routing in Progress: Unsubmitted (Step 1 of 4)



## Jurisdiction Information

### Summary Information

Grant: EMPG-23 Emergency Management Performance Grant (EMPG)

Project Type: EMPG-LEMS Project

Project Title: Gunnison County 2023 EMPG / LEMS

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Allocation Category:

Service Area:

Only regions that have a local share allocated on the Grant are displayed.

This application contains Work Activity and Costs in the following areas:

Planning  
 Training  
 Exercise

Hold Ctrl key to select multiple areas.

Project Description:

Provide a brief, but detailed, description of the Project.

Emergency Manager Contact:  [Edit](#)

Email Address: smorrill@gunnisoncounty.org

Phone: 970-641-2481

Emergency Management Employment Status:

Hours worked per week for jurisdiction in all job titles: 40

Hours worked per week devoted to Emergency Management: 40

Emergency Manager Reporting Manager Title: Assistant County Manager/Director of

Chief Financial Officer: Perry Solheim - Gunnison County Chief Financial Officer [Edit](#)  
 Email Address: PSolheim@gunnisoncounty.org  
 Phone: 970-641-2203

Senior Elected Official Name: Jonathan Houck

Senior Elected Official Title: Chair, Gunnison County BoCC

Chief Executive Official: Matthew Birnie

Additional Emergency Management Staff			
Type	Number	Total Staff Hours/Week	Total EM Hours/Week
Full Time Professional	1	40	28
Full Time Clerical			
Part Time Professional			
Part Time Clerical			
Volunteer			
Other Personnel			
<b>Totals</b>	1	40	28

**Jurisdiction Information**

Agency or Jurisdiction DUNS #: 133115220  
 Unique Entity Identifier (UEI): NSN9FAGKEDJ9

Congressional District: 3

**Agency or Jurisdiction Physical Address**

Address Line 1: 510 W Bidwell

Address Line 2:

City: Gunnison

State: CO - Colorado

Zip Code: 81230

**Agency or Jurisdiction Mailing Address**

Name: Only needed if different from Applicant name

Copy Agency or Jurisdiction Physical Address: Yes

**Primary Award Performance Location**

Same as above address: Yes - Physical

# Project #7: Application - Gunnison County 2023 EMPG / LEMS Application

Routing in Progress: Unsubmitted (Step 1 of 4)



## Personnel

### Staffing Pattern

Employee Details	Gross Annual Salary	Gross Annual Benefits	Total Hours Per Week	EM Hours Per Week	% EM Hours Per Week	EMPG Eligible Salary	EMPG Eligible Benefits	
Name: Elizabeth Clay								
Title: Deputy Emergency Manager/EPR Coordinator	\$61,355.00	\$7,097.00	40.00	28.00	70.00%	\$42,948.50	\$4,967.90	<a href="#">Edit</a>
Type: Full-Time Employee								
Start Date: Jun 1, 2021								
Name: Scott Morrill								
Title: Emergency Manager	\$88,908.00	\$25,242.00	40.00	40.00	100.00%	\$88,908.00	\$25,242.00	<a href="#">Edit</a>
Type: Full-Time Employee								
Start Date: Oct 4, 2004								
<b>Grand Total</b>	<b>\$150,263.00</b>	<b>\$32,339.00</b>				<b>\$131,856.50</b>	<b>\$30,209.90</b>	

Add Employee

### EMPG Required Training

Certificate Date	Employee	Course Name or Number	Certificate
	Scott Morrill	All required courses completed, see uploads	
	Elizabeth Clay	All required courses completed, see uploads	

Certificate Date and Upload are not required at time of Application.

# Project #7: Application - Gunnison County 2023 EMPG / LEMS Application

Routing in Progress: Unsubmitted (Step 1 of 4)



## Program Budget

The EMPG Eligible Salaries & Benefits amount from the Personnel form has already been added as a Project Cost.

Please use the below expense table to add any additional costs related to your EMPG project.

**Note:** Changes to the Personnel form require saving in order to see the most up to date value on the Project Cost line below.

## Estimated Expenses

Type	Description	Qty	Price	Total
Salary & Benefits	Personnel Costs	1	\$ 114,150.00	\$114,150.00
Travel	Travel Expenses	1	\$ 2,950.00	\$2,950.00
Other	Office Support Expenses	1	\$ 32,589.00	\$32,589.00
Salary & Benefits	Lisa's Personnel Costs	1	\$ 47,916.40	\$47,916.40
<b>Application Total</b>				<b>\$197,605.</b>
				<b>40</b>
<b>Grand Total</b>				<b>\$197,605.</b>
				<b>40</b>

# Project #7: Application - Gunnison County 2023 EMPG / LEMS Application

Routing in Progress: Unsubmitted (Step 1 of 4)



## Certifications

### Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
  - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the 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 section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true?

## Certifications

By checking this box and typing my name below, I am electronically signing this application and certifying that the information provided is true, accurate, and complete to the best of my knowledge. I also certify that:

- The funds requested will be utilized in accordance with federal and state laws and regulations;
- The request does not supplant other funds;
- Requesting entity is NIMS compliant.

Name of Agency Authorized  
Representative:

Jody Wise

Date:

Dec 12, 2022

# Project #7: Application - Gunnison County 2023 EMPG / LEMS Application

Routing in Progress: Unsubmitted (Step 1 of 4)



## Planning Work Plan

Upload Current EOP:

<a href="#">Gunnison EOP Base Plan 2021_Final</a> 539 KB	Dec 12, 2022
<a href="#">20211207_EOP Adoption Resolution</a> 108 KB	Dec 12, 2022

### EMF #: 1 - Finance and Administration

Edit

- **Project Name:** 2023 Gunnison County EMF1
- **Project Objective:** Objective(s) of Planned Activities: Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports, equipment monitoring
- **Quarter 1 Action/Deliverables:** Planned Activities: Submit 1st Quarter report and reimbursement request.
- **Quarter 2 Action/Deliverables:** Planned Activities: Submit 2nd Quarter report and reimbursement request.
- **Quarter 3 Action/Deliverables:** Planned Activities: Submit 3rd Quarter report and reimbursement request.
- **Quarter 4 Action/Deliverables:** Planned Activities: Submit 4th Quarter report and reimbursement request.

### EMF #: 2 - Laws and Authorities

Edit

- **Project Name:** 2023 Gunnison County EMF 2
- **Project Objective:** Objective(s) of Planned Activities: Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations
- **Quarter 1 Action/Deliverables:** 1) As needed, coordinate local and regional fire restriction discussions, restriction implementation and removal 2) Facilitate ambulance licensing 3) Facilitate secure transport licensing 4) Coordinate Ambulance Service Area mapping changes with GVH and CBFPD
- **Quarter 2 Action/Deliverables:** 1) As needed, coordinate local and regional fire restriction discussions, restriction implementation and removal 2) Review / update Emergencies and Disasters, The Role of the County Commissioners document 3) Coordinate Ambulance Service Area mapping changes with GVH and CBFPD
- **Quarter 3 Action/Deliverables:** As needed, coordinate local and regional fire restriction discussions, restriction implementation and removal
- **Quarter 4 Action/Deliverables:** As needed, coordinate local and regional fire restriction discussions, restriction implementation and removal

### EMF #: 3 - Risk Assessment

Edit

- **Project Name:** Risk Assessment
- **Project Objective:** Objective(s) of Planned Activities: Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment), THIRA (Threat and Hazard Risk Identification and Assessment) or (HIRA Hazard Risk Identification and Assessment), development of corresponding risk management strategies
- **Quarter 1 Action/Deliverables:** In Oct 2022, Gunnison County OEM applied for the Community Wildfire Defense Grant through the West Region Wildfire Council. Award notifications are to take place early Jan 2023. If awarded this grant, a contractor will be hired to facilitate the updating of the Gunnison County Wildfire Protection Plan in 2023. Develop RFP for CWPP contractor search.
- **Quarter 2 Action/Deliverables:** 1) Begin update of CWPP. 2) Review the Colorado Emergency Preparedness Assessment (CEPA) report from State OEM with

the Multi Agency Coordination (MAC) group. Continue identification and prioritization of gaps. Begin developing implementation plan for addressing gaps.

- **Quarter 3 Action/Deliverables:** 1) Update of CWPP 2) Draft CEPA gap implementation plan
- **Quarter 4 Action/Deliverables:** Update of CWPP

**EMF #: 4 - Hazard Mitigation Plans and Projects**

Edit

- **Project Name:** Hazard Mitigation Plans and Projects
- **Project Objective:** Objective(s) of Planned Activities: Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews
- **Quarter 1 Action/Deliverables:** 1) Continue working on mitigation application for Essig property (8397 CO Hwy 135) re funding of project to reduce mudflow threat to their property. 2) Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC.
- **Quarter 2 Action/Deliverables:** 1) Facilitate mitigation project for Essig property (8397 CO Hwy 135) re funding of project to reduce mudflow threat to their property. 2) Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC.
- **Quarter 3 Action/Deliverables:** 1) Facilitate mitigation project for Essig property (8397 CO Hwy 135) re funding of project to reduce mudflow threat to their property. 2) Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC.
- **Quarter 4 Action/Deliverables:** 1) Facilitate mitigation project for Essig property (8397 CO Hwy 135) re funding of project to reduce mudflow threat to their property. 2) Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC.

**EMF #: 6 - Recovery Plans**

Edit

- **Project Name:** Recovery Plans
- **Project Objective:** Objective(s) of Planned Activities: Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations
- **Quarter 1 Action/Deliverables:** No activity planned
- **Quarter 2 Action/Deliverables:** No activity planned
- **Quarter 3 Action/Deliverables:** No activity planned
- **Quarter 4 Action/Deliverables:** No activity planned

**EMF #: 7 - Training**

Edit

- **Project Name:** Training
- **Project Objective:** Objective(s) of Planned Activities: NIMS training delivery, staff professional development, development of an Integrated Preparedness Plan (IPP)
- **Quarter 1 Action/Deliverables:** 1) Implement the CY22 IPP 2) Report completed training for EMPG funded personnel. (All EMPG funded personnel have completed required trainings) 3) Attend Basic EM Academy (Lisa) 4) Attend Professional EM Academy (Scott) 5) Attend CEMA Conference 6) Attend regional trainings from the West Region IPP as appropriate. 7) Host County IPP workshop to gather input on requested trainings and exercises for the 2023 IPP. 8) Participate in Regional IPP work session on March 16. Work on IPP components needed prior to April 20 final Regional IPP workshop.
- **Quarter 2 Action/Deliverables:** 1) ICS 700, 100 for County staff and other agencies 2) AFN Planning Workshop with DHSEM AFN Team in Gunnison 3) Attend regional trainings from the West Region IPP as appropriate. 4) Participate in final Regional IPP workshop on April 20. Complete regional IPP by June 15 deadline. 5) Attend Professional EM Academy (Scott) 6) Attend Basic EM Academy (Lisa)

- **Quarter 3 Action/Deliverables:** 1) G0191 ICS/EOC Interface, in Gunnison. 2) Attend regional trainings from the West Region IPP as appropriate.
- **Quarter 4 Action/Deliverables:** 1) Attend regional trainings from the West Region IPP as appropriate.

**EMF #: 8 - Exercises**

Edit

- **Project Name:** Exercises
- **Project Objective:** Objective(s) of Planned Activities: Participate in exercises as "Sponsoring" and/or "Participating" agencies. Conduct at least one resource management drill/functional exercise
- **Quarter 1 Action/Deliverables:** 1) Planning meetings for Full Scale Airport Exercise tentatively scheduled for June 2023 2) Complete 2022 MCI Full Scale Exercise AAR 3) Attend regional exercises from the West Region IPP as appropriate.
- **Quarter 2 Action/Deliverables:** 1) Full Scale Airport Exercise last week of May or early June 2) Participate in Hotchkiss Fire Full Scale evacuation exercise tentatively planned for April 2023. 3) Attend regional exercises from the West Region IPP as appropriate.
- **Quarter 3 Action/Deliverables:** 1) After action review for Airport Full Scale 2) Attend regional exercises from the West Region IPP as appropriate.
- **Quarter 4 Action/Deliverables:** 1) Resource mobilization plan TTX 2) Attend regional exercises from the West Region IPP as appropriate.

**EMF #: 9 - Incident Management**

Edit

- **Project Name:** Incident Management
- **Project Objective:** Objective(s) of Planned Activities: EOC management, COG, multi-agency coordination, support of incident command operations
- **Quarter 1 Action/Deliverables:** 1) Bi-monthly MAC/LEPC meetings
- **Quarter 2 Action/Deliverables:** 1) Bi-monthly MAC/LEPC meetings
- **Quarter 3 Action/Deliverables:** 1) Bi-monthly MAC/LEPC meetings 2) Evaluate effectiveness of Local Emergency Planning Committee (LEPC) vs. requirements
- **Quarter 4 Action/Deliverables:** 1) Bi-monthly MAC/LEPC meetings

**EMF #: 10 - Communications**

Edit

- **Project Name:** Communications
- **Project Objective:** Objective(s) of Planned Activities: Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc
- **Quarter 1 Action/Deliverables:** 1) Monthly EM/EOC radio role call/test for WR 2) Bi-monthly Gunnison Hinsdale Combined Emergency Telephone Service Authority (Communications Board) meetings 3) Identify location for Aux Comm room
- **Quarter 2 Action/Deliverables:** 1) Monthly EM/EOC radio role call/test for WR 2) Bi-monthly Gunnison Hinsdale Combined Emergency Telephone Service Authority (Communications Board) meetings
- **Quarter 3 Action/Deliverables:** 1) Monthly EM/EOC radio role call/test for WR 2) Bi-monthly Gunnison Hinsdale Combined Emergency Telephone Service Authority (Communications Board) meetings 3) Begin setting up Aux Comm room 4) Facilitate / coordinate mass programming of all field radios in Gunnison and Hinsdale Counties.
- **Quarter 4 Action/Deliverables:** 1) Monthly EM/EOC radio role call/test for WR 2) Bi-monthly Gunnison Hinsdale Combined Emergency Telephone Service Authority (Communications Board) meetings

**EMF #: 11 - Operations Procedures**

Edit

- **Project Name:** Operations Procedures
- **Project Objective:** Objective(s) of Planned Activities: Development/maintenance of systems (e.g., Web EOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations
- **Quarter 1 Action/Deliverables:** 1) Begin drafting Incident Support Plan (ISP) template/process for EOC 2) Monthly EOC trainings 3) Review / update Alert & Warning Job Aid for launching a Gunnison Regional Alert
- **Quarter 2 Action/Deliverables:** 1) Continue drafting Incident Support Plan (ISP) template/process for EOC 2) Monthly EOC trainings 3) Review / update EOC Activation Job Aid
- **Quarter 3 Action/Deliverables:** 1) DRAFT Incident Support Plan (ISP) template/process for EOC 2) Monthly EOC trainings 3) Review / update Call Center process and set up
- **Quarter 4 Action/Deliverables:** 1) Final Incident Support Plan (ISP) template/process for EOC 2) Monthly EOC trainings

**EMF #: 12 - Mutual Aid**

Edit

- **Project Name:** Mutual Aid
- **Project Objective:** Objective(s) of Planned Activities: Maintenance of local, interagency, regional and statewide intergovernmental agreements. Meet with stakeholder groups to go over mutual aid agreements for currency and validity.
- **Quarter 1 Action/Deliverables:** 1) Request copies of MAA's from response agencies, and identify those in need of updating. (Focus on Upper Crystal River Valley / Marble and Somerset areas) 2) Update county to county MAA's: Montrose, Delta
- **Quarter 2 Action/Deliverables:** 1) If necessary, help coordinate updates of agency to agency MAA's 2) Update county to county MAA's: Chaffee and Hinsdale
- **Quarter 3 Action/Deliverables:** Explore County specific MAA's with Pitkin, Garfield
- **Quarter 4 Action/Deliverables:** Other MAA work

**EMF #: 13 - Resource Management**

Edit

- **Project Name:** Resource Management
- **Project Objective:** Objective(s) of Planned Activities: Development/maintenance of resource mobilization plans and processes, including database management systems, financial controls and relevant forms
- **Quarter 1 Action/Deliverables:** Review / update Resource Mobilization Plan internally
- **Quarter 2 Action/Deliverables:** 1) Review / update Resource Mobilization Plan with MAC group, including DHSEM, DFPC, NPS, USFS, BLM 2) Plan for resource mobilization table top 4th quarter
- **Quarter 3 Action/Deliverables:** 1) Final Resource Mobilization plan 2) Plan for resource mobilization table top 4th quarter
- **Quarter 4 Action/Deliverables:** Resource mobilization plan TTX

**EMF #: 14 - Facilities Management**

Edit

- **Project Name:** Facilities Management
- **Project Objective:** Objective(s) of Planned Activities: Monitoring & maintenance of EOC/Alternate EOC facilities and equipment
- **Quarter 1 Action/Deliverables:** 1) Explore possibility of including alternate EOC in the new GVH EMS facility. 2) Weekly checks of: Computers, phones (including analog phones), radios (pac-sets and desk units), virtual meeting systems 3) Bi-weekly, log into Genasys, ReadyOp, WebEOC
- **Quarter 2 Action/Deliverables:** 1) Weekly checks of: Computers, phones (including analog phones), radios (pac-sets and desk units), virtual meeting systems 2) Bi-weekly, log into Genasys, ReadyOp, WebEOC
- **Quarter 3 Action/Deliverables:** 1) Weekly checks of: Computers, phones (including analog phones), radios (pac-sets and desk units), virtual meeting systems 2) Bi-weekly, log into Genasys, ReadyOp, WebEOC

- **Quarter 4 Action/Deliverables:** 1) Weekly checks of: Computers, phones (including analog phones), radios (pac-sets and desk units), virtual meeting systems 2) Bi-weekly, log into Genasys, ReadyOp, WebEOC

**EMF #: 15 - Crisis Communication, Public Information and Education**

Edit

- **Project Name:** Crisis Communication, Public Information and Education
- **Project Objective:** Objective(s) of Planned Activities: Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning Plans and procedures.
- **Quarter 1 Action/Deliverables:** 1) Implementation / roll out of new ENS - Genasys 2) Identify and resolve issues with Genasys 3) Continue training staff on use of Genasys 4) Coordinate monthly IPAWS proficiency tests with WR EM's 5) Ongoing management of Emergency Management webpage and social media sites
- **Quarter 2 Action/Deliverables:** 1) Update Alert and Warning Plan to reflect Genasys system and processes 2) Coordinate monthly IPAWS proficiency tests with WR EM's 3) Ongoing management of Emergency Management webpage and social media sites
- **Quarter 3 Action/Deliverables:** 1) Coordinate monthly IPAWS proficiency tests with WR EM's 2) Ongoing management of Emergency Management webpage and social media sites
- **Quarter 4 Action/Deliverables:** 1) Coordinate monthly IPAWS proficiency tests with WR EM's 2) Ongoing management of Emergency Management webpage and social media sites

**EMF #: 5 - Emergency Operations Plans**

Edit

- **Project Name:** Emergency Operations Plans
- **Project Objective:** Objective(s) of Planned Activities: Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations. Mandatory Federal Activities for this EMF: All EMPG Program grantees/sub-grantees must maintain, or revise as necessary, jurisdiction-wide all-hazards Emergency Operations Plans that are consistent with CPG-101 v.2 (November 2010) and provide copies of new and revised EOPs/Annexes to DHSEM Regional Field Manager.
- **Quarter 1 Action/Deliverables:** No activity
- **Quarter 2 Action/Deliverables:** Begin minor internal review/update of the Emergency Operations Plan. This update will not involve the EOP review tool at this time, and will focus primarily on ensuring information is correct.
- **Quarter 3 Action/Deliverables:** Continue internal review/update
- **Quarter 4 Action/Deliverables:** Continue internal review/update

Add Project

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

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**Agenda Item:** Acknowledgment of County Manager's approval to sub

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**Action Requested:** Other Grant Application Approval to Apply

**Parties to the Agreement:** HRSA

**Term Begins:** July 1, 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS would like to apply to HRSA for a Rural Health Network Development Planning Program on behalf of the Health Coalition. Funding for \$100,000. due 1/6/23

**Fiscal Impact:**

**Submitted by:** Margaret A Wacker

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Grant documents appear legally sufficient. STO 12/21/2022

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/3/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

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**Summary:**

Gunnison County HHS would like to apply to this HRSA grant for \$100,000 on behalf of the Health Coalition. This grant aims to strengthen our rural health care system as a whole. Funding would be used for the Health Coalition Coordinator, Community Health Manager, and for network members to engage in the process of planning and preparing for a shared data system (see attached budget). The deadline to apply is January 6<sup>th</sup>, 2023.

**Applicant Organization Information:**

- Organization Name, Address: Gunnison County Health and Human Services, 220 N Spruce Street, Gunnison, CO 81230
- Facility/Entity Type: Public Health Department
- Website Address: <https://www.gunnisoncounty.org/149/Health-Human-Services>

**Designated Project Director Information:** Margaret Wacker, Community Health Manager, 970-641-7913, [mwacker@gunnisoncounty.org](mailto:mwacker@gunnisoncounty.org)

**Project Track:** Regular Network Planning Grant Track

**Network Planning Grant Project:** Gunnison County Community Health Coalition

**Legislative Aim:** Legislative aim (ii) expand access to, coordinate, and improve the quality of basic health care services and associated health outcomes, and (iii) strengthen the rural health care system as a whole.

**Focus Area:** Gunnison County Community Health Coalition's focus area is care coordination.

**Proposed Service Region:** Gunnison County

**Population to be Served**

- Community members across Gunnison county, especially those living at or below the Self-Sufficiency Standard.
- Rural and geographically distant populations, immigrant and minority populations, individuals in recovery, individuals with lived experience with addiction, local youth.

**Network Members**

- Gunnison County Health and Human Services, Gunnison County Juvenile Services, Gunnison Valley Hospital, Axis Health (mental/behavioral health), Western Colorado University, Community Foundation of the Gunnison Valley, Gunnison Country Food Pantry, CB State of Mind (nonprofit), Gunnison Mentors (nonprofit).
- According to HRSA's Rural Health Grants Eligibility Analyzer, 100% of proposed network members are located within a HRSA-designated rural area.

- Network members have been discussing sharing data between organizations in order to be more integrated and have been sharing clinical and/or administrative resources through grant projects already. This project will encourage and assess organizational and community readiness for integration.

#### **Experience in Serving Rural Underserved Populations**

- The Gunnison County Community Health Coalition (GCCHC) has historically focused on underserved populations in our rural community. One of the subcommittees that met on a monthly basis was dedicated to serving individuals who struggled to meet basic needs, with representation from the Community Foundation, local food pantry, and Health and Human Services Office, among other entities. It is also important to note that the GCCHC has recently shifted their structure to a more action-oriented approach, and one of the new subgroups that have formed as a result focuses on addressing gaps in coordination of care and accessible resources. Both of these examples (both historic and current) highlight our community's experience in serving our traditionally underserved populations.

#### **Funding Preference**

- Gunnison County is a designated health professional shortage area (HPSA) and as such GCCHC is choosing that funding preference.
- Provide proof - attachment 8, section V.2

HRSA Network Planning Budget

<u>Item</u>	<u>Cost</u>
<p><u>Staffing:</u> .50 FTE Health Coalition Coordinator</p> <p>Fringe for above Salary</p> <p>0.05 FTE Project Director</p> <p>Fringe for above salary</p> <p>In the staffing plan, put John's role as a supportive staff.</p>	<p>\$30,710</p> <p>\$11,085</p> <p>\$4,885</p> <p>\$1,520</p> <p>Total = \$48,200</p>
<p><u>Stipends for Data Sharing/Collection/Planning Meetings:</u></p> <p>Stipends for Network Members, \$5,000/member x 6, for engagement in data collection and data sharing efforts.</p>	<p>\$30,000</p>
<p><u>Travel:</u> Flights, Lodging, Mileage and Per Diem for award recipient meeting for two attendees</p>	<p>3 nights lodging x 2 = \$1,050</p> <p>3 days per diem x 2 = \$342</p> <p>Flights = \$1,000</p> <p>Mileage = \$252</p> <p>Total = \$2,644</p>
<p><u>Contractual:</u> Paying organizations to visit Gunnison County and present potential data sharing systems across organizations.</p>	<p>\$3,000</p> <p>(\$3,000 would be \$250 per day x 1 day per month)</p>

<u>Meeting Costs:</u> \$230/meeting x 12 meetings for space rental, zoom, planning tools, stipends for trainers/facilitators	\$2760
<u>Operational Costs:</u> Computer Costs, computer charge for 1.0 FTE = \$3,000/year. \$33/month of general office supplies	\$3,000 \$396 Total: \$3,396
<u>Indirect Costs:</u> 10% of Total Budget	\$10,000
<u>Total Budget:</u>	\$100,000

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

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**Agenda Item:** Approval for the 2023 Addendum to the (Medical) CI

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

**Parties to the Agreement:**

**Term Begins:** January 1, 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

Updates agreed upon to the Administrative Fees for processing Claims and Core Service guidelines for healthcare providers

**Fiscal Impact:**

**Submitted by:** Lauren Trautz

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

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**ADDENDUM**

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

This Claims Administration Agreement Addendum is entered into this **1st** day of **January** 2023, by and between **Gunnison County, Colorado**, a **Colorado** municipality (the "Client"), and Imagine360 Administrators, LLC, a Texas corporation (the "Claims Administrator").

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

Replacement Section 6.1:

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

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

(1) **MONTHLY**

(A) Per Employee during the term of this Agreement	\$35.00
(B) Per Employee during the term of this Agreement (Dental)	\$3.50
(C) Per Employee during the term of this Agreement (Vision)	\$1.50
(D) Monthly Minimum Fee	\$3,817.00
(E) PHCS PPO Service Fee	\$6.00
(F) Cost Containment Services	25% of savings
(G) COBRA Administration Service Fee	\$1.50
(H) Percent of Transplant Program Premium	10%
(I) CAA/TiC Service Fee	\$1.75
(J) Telehealth Services Fees	
Emergent/Urgent 24/7 Telemedicine	Included
Virtual Primary Care (per claim)	6% of billed charges
Virtual Mental Health Services (per claim)	6% of billed charges

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

(2) **UTILIZATION REVIEW SERVICES**

Notification: Per Employee Per Month during the term of this Agreement	Included in (a)(1)(A)
Care Management	\$150 per hour
Physician Review	\$300 per hour

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

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

(4) **MISCELLANEOUS CHARGES**

(A) Restatement of Summary Plan Description for medical/dental/vision (if applicable)	\$1,000
(B) Restatement of Summary Plan Description for dental only	\$ 500

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

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

**Gunnison County**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Imagine360 Administrators, LLC**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Replacement of **JOINDER AGREEMENT FOR CLIENTS RELATING TO UCM MARKETING SERVICE AGREEMENT**

Imagine360 or its designee shall provide access to, and Plan Sponsor shall pay for, certain telehealth services described in this Addendum for the benefit of Plan Sponsor's health benefit plan:

### **TELEHEALTH SERVICES**

#### **I. Virtual Emergent and Urgent Care**

24/7 on-demand care from a dedicated team of board-certified providers, including emergency medicine trained providers, physician assistants, and nurse practitioners, to treat common, yet urgent conditions. This includes triage, diagnose, consult with, educate, manage, treat, provide healthcare to patients, and/or otherwise assist patients with healthcare needs in each case by means of the virtual platform. Urgent/ emergent telemedicine services shall include, but not be limited to: (i) taking of medical histories; (ii) examination of patients; (iii) medical decision making; (iv) development of care plans; (v) prescription writing and (vi) referrals to other authorized physicians and non-physician providers for provision of additional services. Example of conditions treated include any non-life threatening emergency, illness or injury, emergencies related to acute or chronic conditions, upper respiratory infections, cough and sore throat, COVID-19 and the flu, nausea, vomiting, and diarrhea and dermatology. Benefits include care coordinator follow-up and assistance with care navigation, including prescriptions, labs, imaging, and finding providers.

#### **II. Virtual Mental Health Services**

Virtual mental health services include evaluation, counseling, therapy, treatment, care management, triage, guidance, education and training services provided by mental health professionals to patients, and may include, but not be limited to: (i) taking mental health histories; (ii) triage and assessment of patients; (iii) counseling and care management; (iv) development of care plans; (v) referrals to other authorized counselors, physicians and authorized non-physician providers. Mental health services may be either scheduled or unscheduled and may be delivered via the virtual platform (to be performed according to the clinical judgement of the applicable mental health professional).

- a) Virtual Counseling: On-demand or scheduled consults with Masters and PhD level counselors for confidential mental health and substance abuse counseling.
- b) Virtual Psychiatry: Evaluation from a psychiatric provider for diagnosis and treatment for mental health conditions. This includes new prescriptions and maintenance medication refills.

#### **III. Virtual Primary Care**

Scheduled appointments, including same day appointment availability, for wellness, preventative, routine, and ongoing care from a team of primary care providers. Virtual primary care services shall include, but not be limited to: (i) taking of medical histories; (ii) examination of patients; (iii) medical decision making; (iv) development of care plans; (v) provision of longitudinal care; (vi) performing annual physicals; (vii) ordering and interpretation of medical diagnostic tests and imaging; (viii) prescription writing and (ix) referrals to other authorized physicians and non-physician providers for provision of additional services. This includes wellness visits, routine preventative screenings, labs and imaging, smoking cessations, weight management, nutrition counseling, and chronic disease management.

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

## CORE SERVICES AGREEMENT AMENDMENT No. 5

The **Core Services Agreement** (the “Agreement”) by and between Gunnison County, Colorado, and its health plan (the “Employer”) and ELAP Services, LLC (“ELAP”) (each a “Party” and, together, the “Parties”) is hereby amended as set forth below effective as of January 1, 2023.

*WHEREAS*, the Parties entered into a certain Agreement dated January 1, 2019, pursuant to which the Parties agreed that ELAP would provide certain services to Employer related to Employer’s sponsorship and administration of the Gunnison County, Colorado Employee Medical Benefit Plan (the “Plan”). Employer and ELAP now desire to amend the terms and conditions as follows:

1) **Article 1. Definitions**, the definition of “**Directly Contracted Provider**” is hereby removed in its entirety and is replaced as follows:

“**Directly Contracted Provider**” shall mean a Medical Provider, supplemental benefit provider, and/or supplemental network partner which has entered into a Direct Agreement with ELAP and/or its affiliates, or any of the Plan Sponsor, the Plan Administrator and/or the Plan to provide certain medical services to Plan Participants at agreed upon Allowable Claim Limits.

2) **Exhibit A, Allowable Claim Limit Guidelines, Section 2.a Facility Guidelines**, is hereby removed in its entirety and is replaced as follows:

a. **Facility Guidelines.** The Allowable Claim Limit for claims by a facility, including but not limited to, hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care facility, shall be the greater of (I) 112% of the facility’s most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services (“CMS”) and published in the American Hospital Directory as the “Medicare Cost Report” (the “CMS Cost Ratio”), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. The Allowable Claim Limit for (I) shall not exceed 250% of the federal non-commercial Medicare allowed amount, except for children’s hospitals, which shall not exceed 350% of the federal non-commercial Medicare allowed amount. If insufficient information is available to identify either the facility’s most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified. In the event that insufficient information is available to identify both the hospital’s most recent

Core Services Agreement Amendment  
Page 2 of 2

department cost ratio and the Medicare allowed amount, ELAP shall determine the Allowable Claim Limit, in its sole discretion and in accordance with Section 2.d. or 2.e., below.

3) **Exhibit C, Fee Schedule, Claim Review and Audit Program Services** paragraph is hereby removed in its entirety and replaced as follows:

**Claim Review and Audit Program Services.** Twelve percent (12%) of the Charges billed for Claims from non-Directly Contracted Facility Providers, six percent (6%) of the Charges billed for Claims from non-Directly Contracted Professional Providers, and six percent (6%) of Charges billed for Claims from Directly Contracted Providers, unless otherwise noted below. For Directly Contracted Providers, if the combined amount of the Allowable Claim Limit and the fees due to ELAP is greater than the Charges billed by the Medical Provider, the compensation for ELAP may default to fifteen percent (15%) of the amount of Charges that are in excess of the Allowable Claim Limit.

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

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

All other provisions of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

By signing on behalf of **Gunnison County, Colorado**, the person signing represents and warrants that he/she has the full and complete authority necessary to bind the terms of this Amendment and Authorization as set forth herein.

On behalf of:

**Gunnison County, Colorado**

By: \_\_\_\_\_

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

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

**ELAP Services, LLC**

By: \_\_\_\_\_

Name: Trisha Leh

Title: SVP, Operations

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

**Agenda Item:** Approval for Behavioral Health Administration Grant

**Action Requested:** Other Approval to Apply for Grant

**Parties to the Agreement:** Behavioral Health Administration

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS would like to apply to the Behavioral Health Administration for \$216,000 for behavioral health services including navigation services.

**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: 1/6/2023

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

Behavioral Health Administration Grant Proposal Summary:  
 Child, Youth and Families

Health and Human Services would like to apply to this grant program in order to improve Behavioral Health for Gunnison County. Funding would be used for Health Navigation Services related to Behavioral Health services, Health Care services and basic needs. This also includes funding for Juvenile Services for Psycho-education for youth and for minor improvements to the Blue House for families accessing services. Contracts to support the RE1J School District for Newcomer Navigation Services and counseling and navigation services for Crested Butte State of Mine are also included.

The application deadline is 1/15/2023.

Outline of Services and FTE for 12 months

HHS	Navigation Services	FTE:	Cost:	# served:
		Bilingual Navigator FTE .50	\$30,829	200
		Family Navigator FTE .25	\$15,000	100
		Navigator Network Coordination .25 FTE	\$16,555	300
HHS	Intensive Outpatient Services: PAT	PAT Coordinator .50 FTE	Cost: \$31,000	20
JS	Intensive Outpatient Services/Parent Support	Contract for Services for Andrea - Psycho Education Services	Cost: \$6,400	20 kids served x 4 sessions a kids x \$80 a session
	Renovations <ul style="list-style-type: none"> <li>• Fence for the yard</li> <li>• Deep clean, carpets cleaned</li> <li>• Full coat of paint on the interior</li> </ul>		\$25,000	1075 - youth

	<ul style="list-style-type: none"> <li>• Appliances for the kitchen</li> <li>• Furniture</li> </ul>			
CBSOM	Expand Navigation Services for Children, Youth, Families	Contract Navigator	\$5,000	100
CBSOM	Intensive Outpatient Services for Children, Youth, Families  Scholarships Expand access to BH services through the scholarship program (50% donations/50% grants) 100/year	Contract Counseling Services	Cost \$6,400	20
School District	Newcomer Navigation Services	1.0 FTE	Cost \$45,678 - salary Benefits \$10,500- \$11,000	60
Subtotal:			\$196,107	
10% Indirect Rate			\$19,611	
Total			\$215,718	

Workplan:

- 1) Navigators training in Behavioral Health navigation
- 2) Peer Network of Navigators established
- 3) PAT Program Development
- 4) Partnership with School for Newcomer program for Navigation services- contract
- 5) Parent Support for Adolescents Development - contract
- 6) CBSOM – Counseling Services and Navigation Services – contract
- 7) Blue House – minor renovations for improving access for families



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

**Agenda Item:** Approval for Professional Services Agreement; Will

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

psychoeducation for youth and families

**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: 1/6/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 4th day of January 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Willow Bay Counseling, LLC, whose address is 679 Ute Ln. Gunnison, CO 81230 “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 Psychoeducation and substance abuse prevention support to youth and families served by the Gunnison County Juvenile Services

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[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).] *[remember to remove this bracketed language if inapplicable]*

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 30, 2023, unless sooner terminated or replaced as provided in this Agreement.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its delivery of high quality of services and youth substance abuse prevention 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 \_\_\_\_\_ six thousand four hundred and No/100 U. S. Dollars (\$\_\_\_\_\_6,400\_\_\_\_\_) ("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.

*[[IF THE TERM IS FOR MORE THAN 1 YEAR; remember to remove brackets if this paragraph is applicable, or to remove this entire paragraph if inapplicable:]] Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation. ]*

#### 5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be

included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

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

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

#### 6. INDEPENDENT CONTRACTOR.

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

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

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

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

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for

damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

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

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

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

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

#### 17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

#### 18. NO THIRD-PARTY BENEFICIARY.

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

#### 19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or

potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

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

Contractor: Andrea Breiner with Willow Bay Counseling, LLC  
679 Ute Ln Gunnison, CO 81230

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

ATTEST:

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

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

Andrea Breiner, MA, LPC, NCC, LAC  
By: \_\_\_\_\_ 12/23/22

Its: \_\_\_\_\_

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services: Psychoeducation and substance abuse prevention support for youth and families served by Gunnison County Juvenile Services. \$80/per session for up to 4 sessions for youth/family – not to exceed 20 youth/families served in 2023.

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

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**Agenda Item:** Approval for the Department of Health Care Policy

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

**Parties to the Agreement:** Department of Health Care Policy and Financing

**Term Begins:** 07/01/2020

**Term Ends:**

**Grant Contract #:** 2021CMIP026A2

**Summary:**

The purpose of this Amendment is to create and revise performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

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## CONTRACT AMENDMENT #2

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 2021CMIP026
<b>Contractor</b> Gunnison County	<b>Amendment Contract Number</b> 2021CMIP026A2
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2021                      \$18,509.67 Extension Terms State Fiscal Year 2022                      \$18,509.67 State Fiscal Year 2023                      \$24,420.22  Total for All State Fiscal Years                      \$61,439.56	<b>Contract Performance Beginning Date</b> July 1, 2020  <b>Current Contract Expiration Date</b> June 30, 2023

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

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

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

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

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

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§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 or June 30, 2023.

**4. PURPOSE**

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

**5. MODIFICATIONS**

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

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

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

This Amendment is incorporated by reference into the Contract, and the Contract and all prior

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

## EXHIBIT A-1, STATEMENT OF WORK

### 1. TERMINOLOGY

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

Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

- 1.1.14. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
- 1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by the Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.20. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.21. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.22. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.23. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.24. MCC – Health First Colorado Member Contact Center
- 1.1.25. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.26. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.
- 1.1.27. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

- 1.1.28. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.29. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.30. Reporting Period - The period of time for each performance standard used to measure whether the Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
  - 1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
  - 1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.31. Redetermination - A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.32. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.33. Status Report - a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.34. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance.
- 1.1.35. Timely Determination - Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.36. Timely Disenrollment - Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.37. Timely Redetermination - Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.38. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.39. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.40. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.
- 1.1.41. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help the Contractor capture how customers feel about the experience of accessing services at the Contractor, and can produce insights that can help the Contractor create a stronger customer experience.

## 2. COUNTY DETERMINATIONS

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

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

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

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

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

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

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

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Accuracy Performance Incentive Standard
  - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility. If the Contractor only meets one target, the Accuracy Performance Incentive Payment will be 50% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

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

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

4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.

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

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

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

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

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

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the most recent twelve (12) months of cumulative data on the MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate through HCPF Memo Series the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period to earn the Accuracy Performance Incentive payment.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent twelve (12) months of cumulative data MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF EQA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

4.2.1.5.2.1. The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that does not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:

- i. Inaccurate Eligibility Rate and/or,
- ii. Errors that do not impact Eligibility.

4.2.1.5.3. Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.5.3.1. The Department shall have two tier target percentages for the Accuracy Targets:

4.2.1.5.3.1.1. Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.

4.2.1.5.3.1.2. Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.

4.2.1.5.3.2. The Department shall set the two-tier targets percentage based on the most recent twelve (12) months of cumulative data for the Accuracy Incentive.

4.2.1.5.3.2.1. The finalized targets percentage will be communicated through the HCPF Memo Series.

4.2.1.5.4. Review Sample Size Exemption Process

4.2.1.5.4.1. The Department shall follow Exhibit D for the Review Sample Size Exemption Process.

4.2.1.5.4.2. Definition of Similar Error(s)

4.2.1.5.4.2.1. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides the Contractor with those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to

address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.

- 4.2.1.5.4.3. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
- 4.2.1.5.4.4. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.5. Notification of Review Sample Size Exemption
  - 4.2.1.5.5.1. If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
  - 4.2.1.5.5.2. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4 will be notified through the Status Report.
    - 4.2.1.5.5.2.1. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.5.6.
    - 4.2.1.5.5.2.2. The Contractor shall submit any additional documentation requested for the exemption process to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPFCountyRelations@state.co.us](mailto:HCPFCountyRelations@state.co.us) within ten (10) business days from the day of notification.
- 4.2.1.5.6. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
  - 4.2.1.5.6.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.
- 4.2.2. BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Do Not impact Eligibility.
- 4.3. Performance Compliance Performance Incentive Standard
  - 4.3.1. The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long-term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
    - 4.3.1.1. The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.
      - 4.3.1.1.1. The Department reserves the right to remove and/or add additional measures as it is appropriate.

- 4.3.1.1.1.1. If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.1.1.2. Department Monitoring of MAP Dashboards
  - 4.3.1.1.2.1. The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department’s MAP Dashboard SharePoint Page and Tableau; copies of these Dashboards are also emailed to Contractor leadership monthly.
  - 4.3.1.1.3. Contractor Monitoring of MAP Dashboards
    - 4.3.1.1.3.1. The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
    - 4.3.1.1.3.2. The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action if necessary.
    - 4.3.1.1.3.3. The Contractor shall review and investigate the root causes for not achieving the target(s).
    - 4.3.1.1.3.4. If requested, the Contractor shall respond to the Department with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
    - 4.3.1.1.3.5. The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
  - 4.3.1.1.4. Determining Compliance with Performance Compliance Performance Incentives Standard
    - 4.3.1.1.4.1. The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
      - 4.3.1.1.4.1.1. The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
      - 4.3.1.1.4.1.2. A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
        - 4.3.1.1.4.1.2.1. The Contractor shall refer to [HCPF OM 21-078](#) for guidance on MDLs, IAPs and CAPs.
          - 4.3.1.1.4.1.2.1.1. If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.
          - 4.3.1.1.4.1.2.2. The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. A Management Decision Letter decreases the county’s compliance percentage, thereby impacting the county’s ability to earn the Performance Compliance Incentive. Only Director-level performance measures that the county did not receive an

MDL for any time throughout the fiscal year will be considered in-compliance.

4.3.1.1.4.1.2.2.1. The Contractor shall refer to [HCPF OM 21-079](#) for guidance on calculation of target for the Performance Compliance Incentive. If additional or revised guidance is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.3.1.1.4.2. The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

4.3.1.1.4.2.1. The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.

4.3.2. BENCHMARK: The Contractor shall maintain compliance with a certain percentage of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.

#### 4.4. Customer Service Performance Incentive Standard

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

##### 4.4.1.1. Contractor Customer Service Tier

4.4.1.2. The Department shall assign the Contractor to a Customer Service Tier by September 30, 2022. The Customer Service Tier determines which customer service metrics, benchmarks and deliverables the Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

##### 4.4.1.2.1. Customer Service Tier Reclassification

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

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

4.4.1.2.1.3. Only Contractor reclassifications from Tier 2 to Tier 1A or 1B are allowable.

##### 4.4.2. Customer Service Tier 1

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

##### 4.4.2.1.1. Customer Service Tier 1A

- 4.4.2.1.1.1. If the Contractor is classified as Tier 1A, the Contractor is understood to have an active call center operation, which can be as small as two Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.
- 4.4.2.1.1.2. If the Contractor is classified as Tier 1A, the Contractor shall:
- 4.4.2.1.1.2.1. Submit to the Department monthly Call Center reporting from the Contractor's available data that complies with the Call Center data reporting requirements determined by Department.
- 4.4.2.1.1.2.1.1. Monthly reporting will be due on the 10<sup>th</sup> of each month and sent electronically to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us). Monthly reporting must begin in October 2022, unless the Department and the Contractor agree on a later date, not to exceed December 31, 2022.
- 4.4.2.1.1.2.1.2. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series and will be available no later than September 30, 2022.
- 4.4.2.1.1.2.1.3. If certain data elements required by the Department are not available in the Contractor's data, the Contractor shall propose an alternate data set, which shall be reviewed and approved by the Department.
- 4.4.2.1.1.2.2. Meet and/or exceed a service-level performance target for the Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, June 16, 2023.
- 4.4.2.1.1.2.2.1. The service-level performance target for the Contractor's ASA shall be jointly determined by the Department and the Contractor and shall be based on the most recent six (6) months of ASA performance data provided by the Contractor.
- 4.4.2.1.1.2.2.2. The service-level performance target shall be jointly determined by the Department and Contractor no later than December 15, 2022.
- 4.4.2.1.1.2.3. Attend one, two-hour technical assistance and learning session with the Department's MCC Operations staff before June 30, 2023.
- 4.4.2.1.1.2.3.1. The date, time and location of the technical assistance and learning session will be jointly agreed-upon by the Department and the Contractor.
- 4.4.2.1.1.2.3.2. The session can be scheduled in a different time format, if agreed upon by the Department and the Contractor.
- 4.4.2.1.1.2.3.3. The Contractor can request additional support, beyond the required session detailed 4.4.2.1.1.2.3, from the MCC Operations staff to improve its ASA performance by contacting the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us).

4.4.2.1.1.2.4. The Contractor assigned to Customer Service Tier 1A must comply with the provisions in sections 4.4.2.1.1.2.1, 4.4.2.1.1.2.2 and 4.4.2.1.1.2.3 to earn a Customer Service Performance Incentive Payment.

4.4.2.1.2. Customer Service Tier 1B

4.4.2.1.2.1. If the Contractor is classified as Tier 1B, the Contractor is understood to not have an active call center operation, which includes at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. However, the Contractor classified as Tier 1B is actively and currently working to implement active call center operations within the contract period.

4.4.2.1.2.2. If the Contractor is classified as Tier 1B, the Contractor shall:

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

4.4.2.1.2.2.2. Monthly reporting will be due on the 10<sup>th</sup> of each month and sent electronically to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us). Monthly reporting must begin in October 2022, unless the Department and the Contractor agree on a later date, not to exceed December 31, 2022.

4.4.2.1.2.2.3. Data elements required to be submitted by the Contractor shall be issued via HCPF Memo Series and will be available no later than September 30, 2022.

4.4.2.1.2.2.4. If certain data elements required by the Department are not available in the Contractor's data, the Contractor shall propose an alternate data set, which shall be reviewed and approved by the Department.

4.4.2.1.3. Customer Service Tier 1C

4.4.2.1.3.1. If the Contractor is classified as Tier 1C, the Contractor is understood to not have an active call center operation and does not anticipate implementing an active call center before the contract expiration date. A Contractor classified as Tier 1C may have sufficient volume for an active call center but does not currently have the processes or funding in order to implement the active call center.

4.4.2.1.3.2. If the Contractor does not anticipate implementing active call center operations prior to the end of the contract expiration date, the Contractor shall be re-classified by the Department as Tier 2B for the purposes of determining the Contractor's required metrics, benchmarks and deliverables.

4.4.2.1.3.2.1. Requirements for Tier 2B can be found in section 4.4.3.

4.4.2.1.3.3. If the Contractor does have available call center reporting from existing systems, the Contractor shall also follow the call center reporting requirements as detailed in section 4.4.2.1.2.2.1.

4.4.3. Customer Service Tier 2

- 4.4.3.1. If the Contractor is assigned to the Customer Service Tier 2 category, the Department shall classify the Contractor as Tier 2A or Tier 2B to determine what the Contractor's required metrics, benchmarks and deliverables are.
- 4.4.3.2. If the Contractor is classified as Tier 2A or 2B, the Contractor is understood to be small enough in operations and workload where a call center (defined as at least two or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.4.3.3. If the Contractor is classified as Tier 2A, the Contractor shall:
  - 4.4.3.3.1. Submit to the Department a Customer Service Survey Outreach Plan no later than the Semi-Annual Due Date on June 16, 2023. The Customer Service Outreach Plan shall be submitted via the [County Relations webform](#).
    - 4.4.3.3.1.1. The Customer Service Survey is managed by the Department and does not require any action from the Contractor.
    - 4.4.3.3.1.2. The Contractor's baseline for the Customer Service Survey will be determined prior to the Semi-Annual Due Date to allow for the Contractor to integrate that data into its Customer Service Outreach Plan. The Contractor's baseline is used to determine what percentage of survey participation rate that must be increased in the following contract cycle.
    - 4.4.3.3.1.3. The Customer Service Survey Outreach Plan shall include the Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.
      - 4.4.3.3.1.3.1. The Customer Service Outreach Plan will include, at minimum, the following:
        - 4.4.3.3.1.3.1.1. Who is responsible for the Contractor's Outreach Plan
        - 4.4.3.3.1.3.1.2. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey
        - 4.4.3.3.1.3.1.3. How the Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey
        - 4.4.3.3.1.3.1.4. How the Contractor tracks and monitors its participation rate based on Department-provided data
        - 4.4.3.3.1.3.1.5. No template is provided to the Contractor; the Contractor's Outreach Plan shall be detailed on the Contractor's letterhead.
- 4.4.3.4. If the Contractor is classified as Tier 2B, the Contractor shall:
  - 4.4.3.4.1. Submit to the Department a Customer Service Improvement Plan (CSIP) no later than the Semi-Annual Due Date on June 16, 2023.
    - 4.4.3.4.1.1. The CSIP shall:
      - 4.4.3.4.1.1.1. Does not require a standardized template, but must be written on the Contractor's formal letterhead, approved by the Contractor's director and

include each of the required elements listed from 4.4.3.4.1.1.2, 4.4.3.4.1.1.3, and 4.4.3.4.1.1.4.

- 4.4.3.4.1.1.2. Voice of the Customer
  - 4.4.3.4.1.1.2.1. Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.
  - 4.4.3.4.1.1.2.2. Address how the Contractor is or isn't using data to determine customer satisfaction
  - 4.4.3.4.1.1.2.3. Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.
  - 4.4.3.4.1.1.2.4. Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.
- 4.4.3.4.1.1.3. Complaints and Negative Feedback
  - 4.4.3.4.1.1.3.1. Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.
  - 4.4.3.4.1.1.3.2. If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.
  - 4.4.3.4.1.1.3.3. Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.
- 4.4.3.4.1.1.4. Data Collection
  - 4.4.3.4.1.1.4.1. Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.
  - 4.4.3.4.1.1.4.2. Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.
  - 4.4.3.4.1.1.4.3. Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.
- 4.4.4. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
  - 4.4.4.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.4.5.1, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.
  - 4.4.4.2. No exemptions for unusual circumstances are allowed for deliverables as detailed in section 4.4.5.2 for Contractors classified as Customer Service Tier 1A, 1B, 1C or Tier 2.
  - 4.4.4.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

4.4.5. **PERFORMANCE BENCHMARK:**

- 4.4.5.1. Tier 1: Meet or exceed customized Average Speed to Answer by end of Second Reporting Period and complete required participation in technical assistance sessions with MCC. Customer Service survey response rates to increase by the customized target for the Contractor. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series.
- 4.4.5.2. Tier 2: Customer Service survey response rates to increase by the customized target for the Contractor. Deliverable is measured by increase in number of responses to be released in HCPF Memo Series.

**5. SEMI-ANNUAL REPORTING**

- 5.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to the [County Relations webform](https://hcpfdev.secure.force.com/HCPFCountyRelations) (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us), unless otherwise specified through the HCPF Memo Series.
  - 5.1.1. For the Second Reporting Period, the Contractor shall submit the following documentation:
    - 5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
      - 5.1.1.1.1. Any Customer Service Performance Incentive Standard Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
      - 5.1.1.1.2. DUE DATE: June 16, 2023

**6. EXEMPTIONS**

- 6.1. The Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.
  - 6.1.1. Based on the Department's review of the Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final and Performance Incentive Payments made based on the Department's determination.
- 6.2. Definition of Unusual Circumstances
  - 6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events over which the Contractor had no direct control and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.
  - 6.2.2. Unusual circumstances for which the Contractor can request exemption include the anticipated end of the federal COVID-19 Public Health Emergency or other circumstances that cause a large, sustained increase in workload.

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

- 6.4.5.1.3. The Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
- 6.4.5.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
- 6.4.5.1.5. The Contractor's failure to use the MAP Dashboards for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.4.5.1.6. The Contractor's failure to use EQA case review results for the purposes of fulfilling Exhibit A, Statement of Work. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
- 6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.
  - 6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.
    - 6.5.1.1. Customer Service Performance Incentive Standard
    - 6.5.1.2. Accuracy Performance Incentive Standard
  - 6.5.2. Unusual circumstances exemptions requests will not be considered for any Performance Incentive Standard listed under 6.5.2.
    - 6.5.2.1. Performance Compliance Performance Incentive Standard
  - 6.5.3. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.5.2 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

## **7. NOTIFICATIONS**

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.
  - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
  - 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.

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

## **8. DISPUTE RESOLUTION**

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

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

### **8.2. Allowable Disputes**

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
  - 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
  - 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
  - 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.

- 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
- 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
  - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
  - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

### **9.1. Compensation**

#### **9.1.1. Performance Incentive Payment**

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

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

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

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

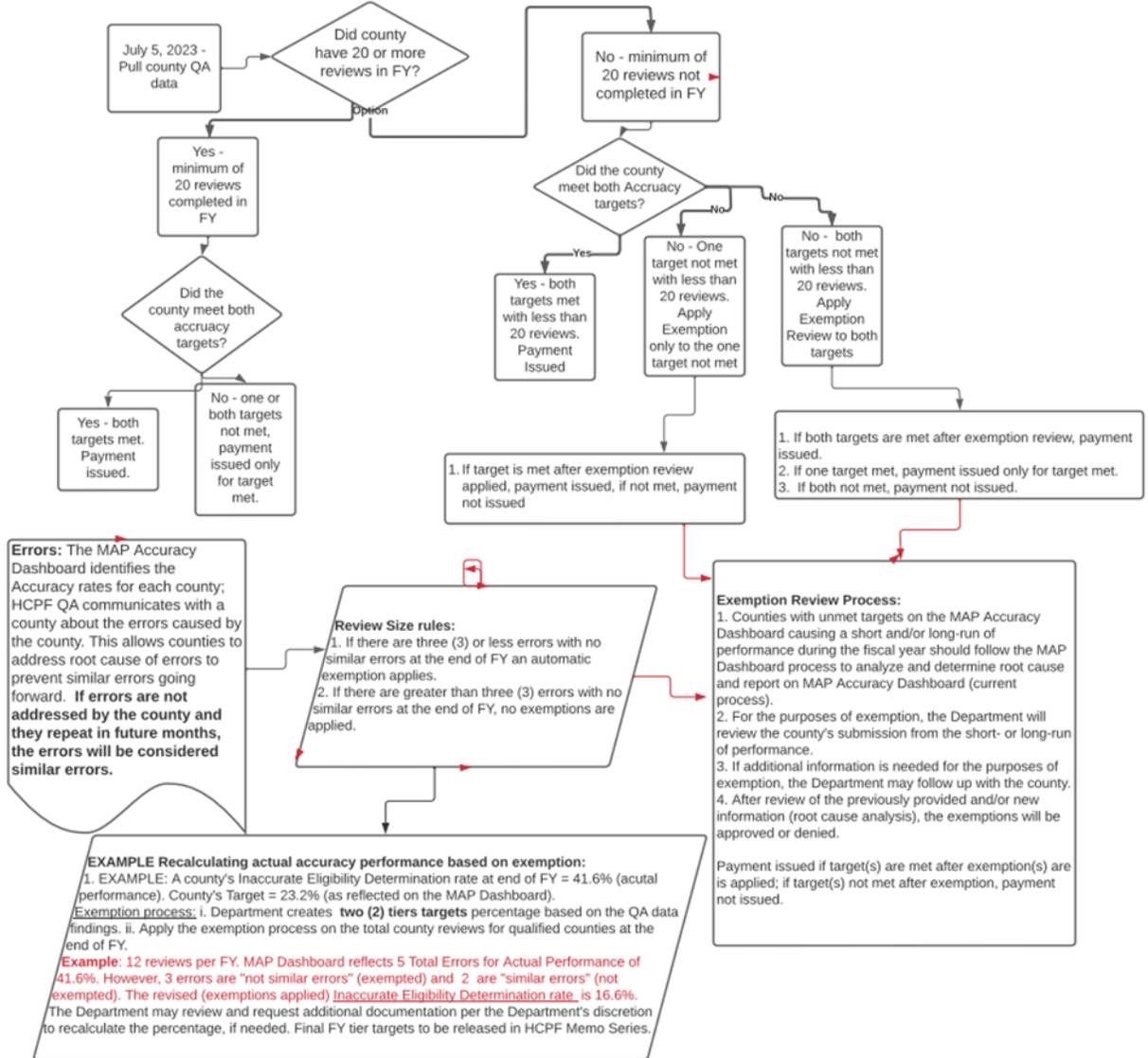
## EXHIBIT B-1, RATES

### SFY 2022-23 Incentives Payment Table

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

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>Payment Amount</b>
Accuracy Performance Incentive Payment	40%	\$9,768.09
Performance Compliance Performance Incentive Payment	30%	\$7,326.07
Customer Service Incentive Payment	30%	\$7,326.07
<b>Total</b>		<b>\$24,420.22</b>

## Exhibit D: Review Sample Size Exemption Process Flow



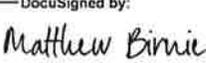
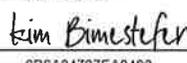
## CONTRACT AMENDMENT #1

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 2021CMIP026
<b>Contractor</b> Gunnison County	<b>Amendment Contract Number</b> 2021CMIP026A1
<b>Current Contract Maximum Amount:</b> Initial Term State Fiscal Year 2021                      \$18,509.67 Extension Terms State Fiscal Year 2022                      \$18,509.67	<b>Contract Performance Beginning Date</b> July 1, 2021
Total for All State Fiscal Years                      \$37,019.34	<b>Current Contract Expiration Date</b> June 30, 2022

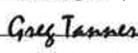
### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">Matthew Birnie, County  <del>Commissioner</del> <i>Manager</i>                  Gunnison County</p> <p style="text-align: center;">DocuSigned by:                    DF57D9F8A58C463</p> <p>By: _____</p> <p style="text-align: center;">Date: <u>8/31/2021</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b>                  Department of Health Care Policy and Financing                  Kim Bimestefer, Executive Director</p> <p style="text-align: center;">DocuSigned by:                    0B6A84797EA8493...</p> <p>By: _____</p> <p style="text-align: center;">Date: <u>8/31/2021</u></p>
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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:  
  
 BBEO4C030DC45C...

By: \_\_\_\_\_

Amendment Effective Date: 8/31/2021

**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 July 1, 2021 and shall terminate on the termination of the Contract June 30, 2022.

**4. PURPOSE**

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

**5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. This amendment is modifying the previous scope of work, deleting the previous statement of work, and replacing it with Exhibit A1 as shown below.
- D. This amendment is adding Exhibit D: Review Sample Size Exemption Process Flow.

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

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the

Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## EXHIBIT A1, STATEMENT OF WORK

### 1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
  - 1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)
  - 1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
  - 1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.
  - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
  - 1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
  - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
  - 1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.
  - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
  - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
  - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
  - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

- 1.1.28.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.28.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

**2. COUNTY DETERMINATIONS**

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

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

- 3.1. Systems Utilized to Determine Compliance
  - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards. This data will be visualized on each county’s MAP Dashboards.
  - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
  - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. **Communications Utilized to Determine Compliance**
  - 3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
  - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.
  - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

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

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. **Accuracy Performance Incentive Standard**
  - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.
    - 4.2.1.1. **Accuracy Targets**
      - 4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.
        - 4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).
        - 4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.
          - 4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

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

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

- 4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
  - i. Inaccurate Eligibility Rate and/or,
  - ii. Errors that do not impact Eligibility.
- 4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions
- 4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:
  - 4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.
  - 4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.
- 4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.
- 4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.
- 4.2.1.5.4 Review Sample Size Exemption Process
  - 4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.
  - 4.2.1.5.4.2 Definition of Similar Error(s)
    - 4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.
    - 4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
      - 4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
        - 4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
        - 4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

- 4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
- 4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
- 4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.
- 4.2.1.5.5 Notification of Review Sample Size Exemption
- 4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.
- 4215521 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.
- 4215522 The Contractor shall submit any additional documentation requested for the exemption process to [hcpf\\_countyrelations@state.co.us](mailto:hcpf_countyrelations@state.co.us) within ten (10) business days from the day of notification.
- 4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.
- 4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.
- 4.3 Performance Compliance Performance Incentive Standard
- 4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
- 4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

- 4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.
- 4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.2 Department Monitoring of MAP Dashboards
  - 4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.
- 4.3.3 Contractor Monitoring of MAP Dashboards
  - 4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
  - 4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.
  - 4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).
  - 4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
  - 4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
- 4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard
  - 4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
    - 4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
    - 4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
      - 4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.
        - 4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.
          - 4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.
        - 4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

- 4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.
- 4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.
- 4.4 Cyber Security Performance Incentive Standard
  - 4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the County Administration website.
  - 4.4.2 Fiscal Year Deliverable
    - 4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.
    - 4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.
  - 4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.
- 4.5 Continuous Coverage Performance Incentive Standard
  - 4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.
    - 4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency
      - 4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.
      - 4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

- 4.5.1.2.1 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.
- 4.5.1.2.2 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.
- 4.5.1.3 Members who require a review of eligibility
  - 4.5.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.
    - 4.5.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.
  - 4.5.1.4 Determining Compliance with the Continuous Coverage benchmarks
    - 4.5.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
    - 4.5.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
    - 4.5.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.
    - 4.5.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.
- 4.5.2 **BENCHMARKS:** Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

## **5 SEMI-ANNUAL REPORTING**

- 5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to [hcpf\\_countyrelations@state.co.us](mailto:hcpf_countyrelations@state.co.us), unless otherwise specified through the HCPF Memo Series.
  - 5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

- 5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
- 5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.2 DUE DATE: July 5, 2022

## **6 EXEMPTIONS**

### **6.1 Exemptions for the Accuracy Performance Incentive Standard**

- 6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.
- 6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.
  - 6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
    - 6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.
  - 6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
    - 6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
  - 6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

### **6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.**

- 6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.
  - 6.2.1.1 Performance Compliance Performance Incentive Standard
  - 6.2.1.2 Cyber Security Performance Incentive Standard
  - 6.2.1.3 Continuous Coverage Performance Incentive Standard
- 6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

## **7 NOTIFICATIONS**

- 7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

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

## **8 DISPUTE RESOLUTION**

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

- 8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
- 8.1.2 The final Status Report cannot be disputed per section 7.2.
  - 8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
  - 8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

### **8.2 Allowable Disputes**

- 8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
- 8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
  - 8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
  - 8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3 Nonallowable Disputes
  - 8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
  - 8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9 COMPENSATION**

### **9.1 Compensation**

#### **9.1.1 Performance Incentive Payment**

- 9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

- 9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2 Remaining Funds Incentive Pool Payment

- 9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.
  - 9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:
    - 9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
    - 9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
  - 9.1.2.1.2 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
  - 9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
- 9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:
  - 9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
  - 9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
  - 9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2 Payment Procedures

- 9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

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

## EXHIBIT B, RATES

SFY 2021-22 Incentives Payment Table

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>Payment Amount</b>
Accuracy Performance Incentive Payment	35%	\$6,478.39
Performance Compliance Performance Incentive Payment	25%	\$4,627.42
Continuous Coverage Performance Incentive Payment	20%	\$3,701.93
Cyber Security Performance Incentive Payment	20%	\$3,701.93

**Exhibit C, Sample Option Letter**

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

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

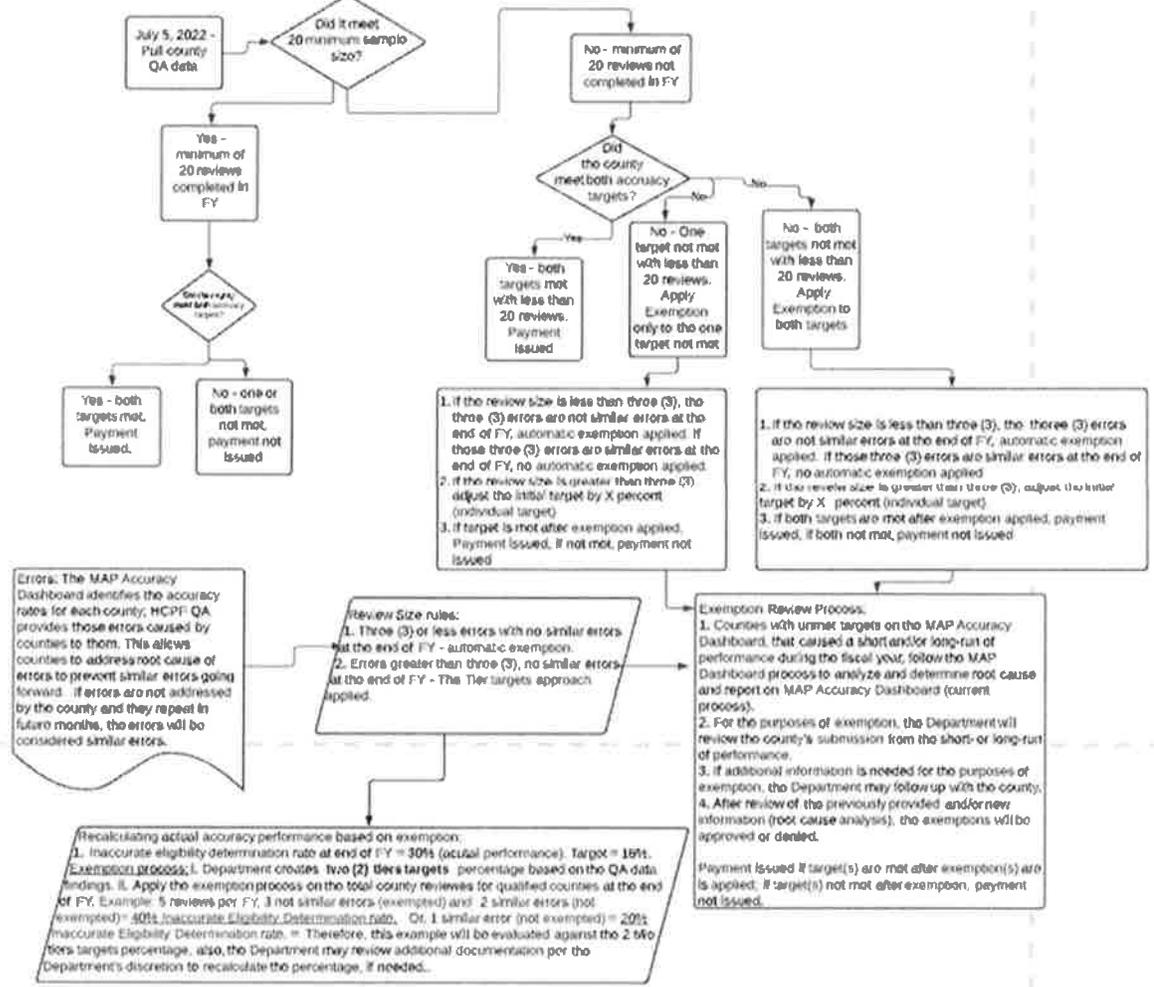
- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original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

**3. OPTION EFFECTIVE DATE:**

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

<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>By: _____ Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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### Exhibit D: Review Sample Size Exemption Process Flow



# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

## COVER PAGE

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

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p><b>CONTRACTOR</b> Gunnison County</p> <p>DocuSigned by: <i>Joni Reynolds</i> 16E71D46CCE9492...</p> <hr/> <p>By: <b>Joni Reynolds</b> 7/10/2020</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>KB</i> 0B6A84797EA8493...</p> <hr/> <p>By: Kim Bimestefer, Executive Director 7/10/2020</p> <p>Date: _____</p>
<p>2nd State or Contractor Signature if Needed</p> <hr/> <p>By: _____</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p>Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Greg Tanner</i> BBE0F4C030BC45C...</p> <p>By: _____ Health Care Policy and Financing 7/10/2020</p> <p>Effective Date: _____</p>	

## TABLE OF CONTENTS

COVER PAGE .....	1
SIGNATURE PAGE .....	2
1. PARTIES .....	3
2. TERM AND EFFECTIVE DATE.....	3
3. DEFINITIONS .....	5
4. STATEMENT OF WORK .....	7
5. PAYMENTS TO CONTRACTOR .....	7
6. REPORTING - NOTIFICATION .....	8
7. CONTRACTOR RECORDS.....	8
8. CONFIDENTIAL INFORMATION-STATE RECORDS.....	8
9. CONFLICTS OF INTEREST.....	10
10. INSURANCE .....	10
11. BREACH OF CONTRACT .....	12
12. REMEDIES .....	12
13. DISPUTE RESOLUTION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
14. NOTICES AND REPRESENTATIVES .....	14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	14
16. STATEWIDE CONTRACT MANAGEMENT SYSTEM .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
17. GENERAL PROVISIONS .....	15
18. ADDITIONAL GENERAL PROVISIONS.....	18
19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	18

### 1. PARTIES

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

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

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

#### B. Initial Term

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

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

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

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

D. Option to Increase or Decrease Statewide Quantity of Service

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

E. End of Term Extension

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

F. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

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

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

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

##### A. Maximum Amount

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

##### B. Payment Procedures

###### i. Payment

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

###### ii. Payment Disputes

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

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

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

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

## **6. REPORTING - NOTIFICATION**

### **A. Litigation Reporting**

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

## **7. CONTRACTOR RECORDS**

### **A. Maintenance**

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

### **B. Inspection**

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

### **C. Monitoring**

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

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

### **A. Confidentiality**

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

written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

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

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

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

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

D. Data Protection and Handling

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

E. Safeguarding PII

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

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

**10. INSURANCE**

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

A. Contractor Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

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

iii. Automobile Liability

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

iv. Protected Information

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

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

v. Professional Liability Insurance

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

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

vi. Crime Insurance

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

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

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

## 11. BREACH OF CONTRACT

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

## 12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Deny Payment

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

b. Intellectual Property

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

B. Contractor's Remedies

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

**13. NOTICES AND REPRESENTATIVES**

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

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

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

## 15. GENERAL PROVISIONS

A. Assignment

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

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

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

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

## 18. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

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

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

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

State laws include:

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

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

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

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

**B. Federal Audit Provisions**

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

**C. Debarment and Suspension**

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

**D. Force Majeure**

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

E. Disputes

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

F. Lobbying

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

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

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

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

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

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

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

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

**C. GOVERNMENTAL IMMUNITY.**

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

**D. COMPLIANCE WITH LAW.**

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

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

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

**F. PROHIBITED TERMS.**

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

**G. SOFTWARE PIRACY PROHIBITION.**

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

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

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

## EXHIBIT A, STATEMENT OF WORK

### 1. TERMINOLOGY

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

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

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

**2. COUNTY DETERMINATIONS**

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

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

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

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

**4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

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

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

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

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

4.2.1.3. Timeliness of LTSS Determinations and Redeterminations

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

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

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

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

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

4.2.1.4. Timeliness of Case Maintenance and Disenrollment

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

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

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

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

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

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

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

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

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

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

4.4.1.2. Approved and Allowable Trainings

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

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

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

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

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

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

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

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

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

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

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

4.4.1.3. Training Completion Timeframes and Previously Completed Trainings

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

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

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

4.4.1.4. Quarterly Quality Check Ins

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

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

#### 4.6. Continuous Eligibility Performance Incentive Standard

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

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

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

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

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

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

4.6.1.3. Members who require a redetermination of eligibility

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

4.6.1.4. Determining Compliance with the Continuous Eligibility benchmarks

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

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

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

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

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

## 5. SEMI-ANNUAL REPORTING

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

## 6. EXEMPTIONS

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

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

## **7. NOTIFICATIONS**

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

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

## **8. DISPUTE RESOLUTION**

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

- 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.
  - 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
  - 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
  - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.
  - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

### **9.1. Compensation**

#### **9.1.1. Performance Incentive Payment**

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

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

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

**EXHIBIT B, RATES**

SFY 2020-21 Incentives Payment Table

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

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

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

### Small

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

### Medium

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

### Large

Adams  
Arapahoe  
Boulder  
Denver  
El Paso  
Jefferson  
Larimer  
Mesa  
Pueblo  
Weld

**Exhibit D, Sample Option Letter**

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

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

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

**3. OPTION EFFECTIVE DATE:**

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

<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>_____ By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="right">Option Effective Date: _____</p>
--	---

Contract Number	
P&C Specialist	

## Executive Director Contract Summary

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

(/)

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2. Click on "Edit Properties" on the left side of this page to approve or not
3. Save

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

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

ClearanceType Contracts (Program Approvals After P&C R (<https://cohcpf.sharepoint.com/eClearance/Forms/Complete/docsethomepage.aspx?ID=32518&FolderCTID=0x0120D5200056...>))

Originating Division Policy Communications and Administrator

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

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

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

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

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**Agenda Item:** Acknowledgment of County Manager's Signature; Memo

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

We are asking for your acknowledgment of the county manager's signature on this MOA between the BOCC, Mountain Express, and RTA, which clarifies the way that senior transportation services in the county will be provided through Mountain Express.

**Fiscal Impact:** County is the fiscal agent for RTA

**Submitted by:** Melanie Bollig

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/6/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

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MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, MOUNTAIN  
EXPRESS, AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING  
SENIOR TRANSPORTATION

THIS MEMORANDUM OF AGREEMENT ("Agreement") made effective the 1<sup>st</sup> day of Jan. 2023  
~~November 2022~~ by and between the Board of County Commissioners of the County of Gunnison,  
Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County")  
and the Mountain Express, a Transportation System, and the Gunnison Valley Transportation  
Authority, a political subdivision of the State of Colorado (herein "RTA").

RECITALS

Mountain Express provides professional services regarding transportation of seniors  
("Services").

RTA desires to engage the Services provided by Mountain Express.

Consistent with Gunnison County's strategic goals and because it remains in the public  
interest, Gunnison County agrees to serve as fiscal agent in relation to the Services under the  
terms of this Agreement.

AGREEMENT

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

1. SERVICES.

Mountain Express shall furnish all vehicles, 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 Mountain  
Express's profession and all applicable federal, state and local laws and regulations affecting the  
Services or their subject matter. Mountain Express 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 January 1, 2023 and shall terminate on  
December 31, 2023, unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Mountain Express's performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Mountain Express fees as more specifically not to exceed Fifty-Five Thousand Dollars and No/100 U. S. Dollars (\$55,000.00). Payment shall be made by Gunnison County to Mountain Express within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

The Compensation shall compensate Mountain Express for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. For the avoidance of doubt, Gunnison County is not obliged to pay the Compensation, only to serve as fiscal agent under the terms of this Agreement. To the extent necessary and appropriate, the RTA shall reimburse Gunnison County for all payments made under this Agreement within a reasonable time after Gunnison County pays the Senior Care Center for Services.

#### 4. INSURANCE.

Mountain Express 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, Mountain Express 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, Mountain Express will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and RTA. 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, Mountain Express 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 Mountain Express during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Mountain Express's breach of this Agreement or of any of the County's or the RTA'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 and the RTA must be notified by the Mountain Express. Mountain Express 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, Mountain Express's insurer(s) shall waive subrogation rights against the County and the RTA by policy endorsement. All subcontractors and subconsultants (including independent Mountain Express, 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 Mountain Express. Mountain Express 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. Mountain Express agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County or the RTA.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Mountain Express to the County under this

Agreement. The Mountain Express shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

5. INDEPENDENT CONTRACTOR.

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

**Mountain Express acknowledges and agrees that Mountain Express is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County or the RTA.** Further, Mountain Express is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Mountain Express irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County and the RTA, their Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Mountain Express or its employees, subcontractors or agents in connection with this Agreement. Further, the County and the RTA shall not be liable to Mountain Express 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 Mountain Express expressly disclaims any such claims or damages as against the County or the RTA.

In case of any claim that is subject to indemnification under this Agreement, Mountain Express will provide the County and the RTA reasonably prompt notice of the relevant claim. Mountain Express 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 Mountain Express but approved by the County and the RTA. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County and the RTA will tender the defense and settlement of any action or proceeding covered by this Section to Mountain Express or upon request. Claims may be settled without the consent of the County or the RTA, unless the settlement

includes an admission of wrongdoing, fault or liability by the County or the RTA, whether express or implied.

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

7. DISCRIMINATION.

The Mountain Express 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. Mountain Express 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, Mountain Express 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.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

9. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Mountain Express 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 Mountain Express represents and warrants that he has been fully authorized by Mountain Express to execute the Agreement on behalf of Mountain Express and to validly and legally bind Mountain Express to all the terms, performances and provisions of the Agreement. The County and the RTA shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Mountain Express 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 Mountain Express's obligations to provide insurance and to indemnify the County and the RTA 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.

#### 10. DELEGATION AND ASSIGNMENT.

Mountain Express shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA 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.

#### 11. TERMINATION.

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

## 12. 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 Mountain Express agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

## 13. WARRANTIES.

Mountain Express represents and warrants to the County and the RTA 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. Mountain Express 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 Mountain Express'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. Mountain Express has the right to and shall assign to County and the RTA all third-party warranties and indemnities that Mountain Express receives in connection with any of the Services provided to County and the RTA. To the extent that Mountain Express is not permitted to assign any warranties or indemnities to the County, Mountain Express agrees to specifically identify and enforce those warranties and indemnities on behalf of County and the

RTA to the extent Mountain Express is permitted to do so under the terms of the applicable third-party agreements.

14. 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.

15. 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, the RTA or Mountain Express receiving benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County or the RTA has any personal or beneficial interest whatsoever in the Services. Mountain Express has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Mountain Express shall not employ any person having such known interests. The Mountain Express shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Mountain Express 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 Mountain Express by placing the Mountain Express's own interests, or the interests of any party with whom the Mountain Express has a contractual arrangement, in conflict with those of the County or the RTA. 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 Mountain Express written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation;

PROVIDED, HOWEVER, the any delay caused by the COVID-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

**18. 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

Scott Truex, Executive Director  
Gunnison Valley Rural Transportation Authority  
PO Box 1911  
Crested Butte, CO 81224

Senior Care Center: Mary Blattner, Administrator  
Gunnison Valley Health Senior Care Center  
1500 W. Tomichi  
Gunnison, CO 81230

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.

**19. 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.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Mountain Express 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 Mountain Express'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.

22. RECORDS.

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

23. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_

Matthew Birnie, County Manager

ATTEST:

\_\_\_\_\_  
Melanni Belliz  
Deputy Clerk



Gunnison Valley Rural Transportation Authority

By: \_\_\_\_\_

Janet R. Farmer, Board Chair

Mountain Express

By: \_\_\_\_\_

Roman Kolodziej, Board Chair

APPENDIX "A"

SCOPE OF SERVICES

Mountain Express shall perform and provide the following services:

- Provide transportation services to senior citizens of Gunnison County, who reside in Mt. Crested Butte, Crested Butte and surrounding north valley communities, on a regularly scheduled basis as currently being provided.
- Work with necessary RTA and County staff to ensure all required compliance related to transportation program is met, including:
  - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
  - Maintain required transportation logs.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Mountain Express in the amount not to exceed \$55,000 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Mountain Express.

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

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**Agenda Item:** Approval for Behavioral Health Administration Gran

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**Action Requested:** Motion

**Parties to the Agreement:** Behavioral Health Administration and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

grant application for juvenile services/criminal justice - due Jan. 15th

**Fiscal Impact:**

**Submitted by:** Kari Commerford

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/10/2023

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## BHA - Juvenile Services/Criminal Justice Grant Application

- Funds are being requested to support the following:
  - .50 FTE Bi-lingual Early Intervention/Diversion 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. There has been 35% in Spanish as a primary language spoken by Diversion youth and families and a similar increase in families served by FAST. (new FTE)
  - .70 FTE Restorative Justice/Wraparound Lead - The Restorative Justice/Wraparound Lead will facilitate the Restorative Process with individuals involved in the Diversion program, school based restorative needs, and community referred restorative needs. The Lead will be trained and provide Wraparound facilitation as needed. (updated job description to include Restorative – not new FTE)
  - .5 FTE Case Management to support youth in conflict – position description and job related duties will be specified by the Creative Solutions team in Spring of 2023. 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.
  - Support for Early Intervention Program Manager and Direct to oversee staff and programming.
  - Support for Sheriff, Gunnison PD and Marshall's office to purchase updated Motorola hand held devices for safety and communication – increased communication capacity for mobile crisis.
  - Creation of Creative Solutions team to support youth in conflict – this is a creation of a cross-sector team including (Juvenile Services, Child Protective Service, District Attorney, Gunnison Valley Mentors, Law Enforcement, Gunnison Valley Health, School District, others as applicable.
  - Support for one FTE Plus Mentor to work with youth at risk for multisystem involvement, youth that have a high ACE score and youth who need increased protective factors.
  - Funds to support youth in conflict – basic need support, support for kinship/foster care for youth in need of supportive placement.
  - Funds for training for community members to support youth in conflict and youth at risk of multisystem involvement – training to increase foster care families, training for TBRI – trust based relational intervention and other trauma-informed training.

## **WORK PLAN SB22-196 CRIMINAL JUSTICE DIVERSION GRANT PROGRAM**

### **A. INTRODUCTION**

The grant applicant submits this grant application as a work plan for review and approval as an applicant for grant listed above, for the use of innovative contracting practices. The State BHA has traditionally written detailed scopes of work that applicants follow in conjunction with the terms and conditions of the contract.

### **B. PURPOSE**

The proposed contracting method is an innovative process which is being considered by the BHA for large grant application processes. This method places the responsibility of writing a Statement of Work with an applicant. The Applicant is responsible for filling out this application which will serve as a Work Plan between the BHA and the Applicant, if awarded. This method may result in a more cost efficient design and reduce administrative burden and results in giving the grant applicant greater freedom in designing a work plan that the BHA monitors and holds the awarded applicant accountable to. The BHA anticipates this method will result in a more cost effective structure with a shorter project duration.

With increasing demands on availability of funds the BHA is actively pursuing methods that have the potential to enhance the use of each tax dollar.

### **C. INTENT OF THE GRANT APPLICATION TEMPLATE**

The scope of work for this grant application will include the design of a work plan by the applicant, as prompted by the grant application. Please review the details of the grant RFA and SOW in which you are applying for. The grant application/ work plan design must include sufficient and clear responses to all sections. The work plan substance must align with the objectives and guidance of the RFA.

The applicant will be free to recommend a project related to the grant that aligns with the current and past work the organization has performed.

### **E. ACCOUNTABILITY**

Grantees will be accountable to meet the combined standards of the work plan & grant requirements - How will your grant project be evaluated for success by your organization?

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### **General Instructions:**

Proposals that do not follow the sequence, outline, and response format of the Grant Application & Budgets may be deemed non responsive and disqualified from further consideration.

Some questions may not apply to your organization, please respond with "Not Applicable"

Additional information about BHA grants can be found on <https://bha.colorado.gov/resources/funding-opportunities#>

#### Allowable uses of grant funding

Rows 29, 30 of the Grant Application Template - Please use the drop down to select which allowable use of funding your grant project created a solution for. If there are additional allowable uses please discuss these further in the Work Plan, Row 58.

#### Work Plan

Rows 58 -86 , A work plan should discuss goals and objectives of the entire grant project that is being funded, establish responsibilities, and set timelines for accomplishing tasks to complete the project.

#### Work Plan Timeline

Discuss phases of your grant project. Time will be counted from the date of contract execution. i.e.; preparation, planning, goals, milestones, execution, assess risks, monitoring & controlling, completion, etc.

#### Capital Expenditures

Capital Expenditures greater than \$1 million cumulatively throughout multiple years of requested funding require a written explanation for justification. This justification will be reviewed by additional state departments for approval.

*Comparison of proposed capital projects against two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.*

Specifically, Applicants should assess the proposed capital expenditure against 2 alternatives types that are potentially effective and reasonably feasible. Where relevant, applicants should compare against the alternative of improving existing capital assets and use quantitative data when available. Consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures. i.e what alternatives exist in lieu of the proposed capital project, compare and contrast your solution with other potential solutions on why is a capital expenditure is a good fit for this grant. Identify the impacts, benefits, cost savings.

#### Appendix for additional files

Rows 132 - 137 List any additional files you would like to submit with your application. Adding the file name and brief description ensures that the evaluation committee has all documents required to review and score the submitted application. Files may be submitted to the VSS grant solicitation ,or added to the tabs in this workbook below. It is your responsibility to ensure the files submitted are readable and uploaded properly.

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## **Common Issues**

If pasting sentences from another source into a cell and the text does not appear, then Try ...

- a) try pasting the information into the Formula bar.
- b) Check that the font color selected is not white font color and select the black font color

If a webpage link does not work - copy the https link from the Formula bar and paste into your search engine. All linked information is also available in the RFA.

Rows can be resized, font size, alignment and wrapping can be controlled by all users

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## **References & Resources**

State of Colorado Crisis (988) Hotline:

<https://bha.colorado.gov/behavioral-health/988>

- ASO Regions:

[https://tableau.state.co.us/t/CDOBH\\_Ext/views/OBH\\_CMHC\\_MSO\\_ASO\\_UpdatedMap/Provider](https://tableau.state.co.us/t/CDOBH_Ext/views/OBH_CMHC_MSO_ASO_UpdatedMap/Provider)

- Culturally and Linguistically Appropriate Services (CLAS) standards:

<https://thinkculturalhealth.hhs.gov/>

- Size of Organization Chart (Match Chart for Monetary or In-kind contributions):

<https://docs.google.com/document/d/1ys5EvcZG-OBJK-cl6C8IJeZVdLMKRproTF0TZUIUwMs/edit>











## Colorado Department of Human Services - Behavioral Health Administration Budget Template Instructions

### **General Instructions:**

The Budget Template should be used to explain how an agency plans to use BHA funds consistent with the proposed Work Plan. The Budget Template includes three worksheets: Instructions, Budget Example and Budget Template. The budget example does not reflect the actual dollar amount available for this grant. Please confirm this amount from your Program or Fiscal contact. Budget requests and their associated deliverables need to be in alignment and provide a consistent, logical picture of what is to be accomplished, by whom, and the associated costs. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs, Modified Total Direct Costs and unallowable costs can be found in the OMB Super Circular.

[eCFR](#)

Refer to the Behavioral Health Accounting and Auditing Guidelines 2022

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/[Behavioral Health Accounting and Auditing Guidelines | HCPF](#)

The budget groups in the template are provided for guidance purposes only. Contractors are not required to address each budget group if it is not applicable to the project.

### **DO NOT enter your own formulas**

The information contained in each expenditure category helps BHA understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance. An example budget is also included in this Excel workbook in the tabs below

### Contact Information

Complete the top portion of the form by providing Agency Name, Project Name, and Contact Information for both Program and Fiscal contacts.

**Agency Name: Enter agency's name**

Program Contact Name, Title, Phone and Email  
Enter agency's program contact information here

**Project Name: Enter the project name**

Fiscal Contact Name, Title, Phone and Email  
Enter agency's fiscal contact information here  
Date Completed  
Enter the date this budget was completed and submitted to BHA

### Personnel Services (Salaried Employees and Hourly Employees)

It is BHAs expectation that agency employees included in this section will complete all of the work related to the project/contract.

#### **Column A: Position Title**

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

#### **Column B: Description of Work**

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

#### **Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project**

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$ 60,000 \*Gross Annual Salary  
 22% Fringe %  
 \$ 13,200 \*Fringe (\$60,000 x 22%)  
 \$ 73,200 Annual Salary + Fringe (\$60,000 + \$13,200)  
 100% \*Percent of Time on Project  
 \$ 73,200 Amount Requesting from BHA (automatically calculates)

\*Enter into the Budget Template

**Columns D-F (hourly employees): Hourly Wage / Hourly Fringe / Number of Hours on Project**

Enter the Hourly Wage, Hourly Fringe and the Total # of Hours on Project than an employee will work on the project. For example: An hourly employee is paid \$15/hour with 25% fringe; their time on the project will be 20 hours/week for 39 weeks. Their total contribution to the Work Plan is calculated as follows:

20 hours/week x 39 weeks = 780 Hours  
 \$15/hour x 25% fringe = \$3.75/hour fringe  
 \$15/hour + \$3.75/hour = \$18.75/hr  
 \$18.75/hour x 780 hours = \$14,625

ENTER ON FORM:

\$ 15.00 \*Hourly Wage  
 25% Fringe %  
 \$ 3.75 \*Hourly Fringe (\$15 x 25%)  
 \$ 18.75 Hourly Wage + Fringe (\$15.00 + \$3.75)  
 780 \*Total # of Hours on Project (20x 39 weeks)  
 \$ 14,625 Amount Requesting from BHA (automatically calculates)

\*Enter into the Budget Template

**Column G: Total Amount Requested from BHA**

This column should reflect the amount(s) the agency is requesting from BHA for each employee working on the project.

**Total Personnel Services (including fringe benefits)**

This row should show the totals for each columns and reflect the total amount of Personnel Services costs the agency is requesting from BHA.

### **Client Costs**

This expenditure category should include all costs related client needs as outline in the scope of work. Use the Description of Item column to describe the necessity and reasonableness for all estimated costs

#### **Column A: Item**

List the items that you will be providing clients

Example 1: Client Food

#### **Column B: Description of Item**

Example 1: Food provided for assessments, evaluation, case management and groups

#### **Column E: Rate and Column F: Quantity**

Describe Rate in Column E and Quantity in Column F, if appropriate.

Describe rate in this column if appropriate.

Example 1: † Client Food

Rate: \$3,600

For example, for 12 months

Quantity: 1

Total = \$3,600 ( $\$3,600 \times 1$ )

#### **Column G: Total Amount Requested from BHA**

This column should reflect the amount(s) the agency is requesting from BHA

#### **Total Contractors/Consultants**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from BHA

### **Contract/Consultants Services (Subawards & Subcontracts)**

This category should describe costs for subcontractors (persons not employed by your organization) needed to complete work on this project. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. BHA may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

**Column A: Item**

List the name of subcontractor

Example 1: New Hope

**Column B: Description of Item**

Example 1: Evaluation Services

A contractor will be hired to conduct project towards the drug abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

**Column E: Rate and Column F: Quantity**

Describe Rate in Column F and Quantity in Column G, if appropriate.

Describe rate in this column if appropriate.

Example 1: † Evaluation Services

Rate: \$18,000

For example, for 12 months

Quantity: 1

Total = \$18,000 (\$18,000 x 1)

**Column G: Total Amount Requested from BHA**

This column should reflect the amount(s) the agency is requesting from BHA for each subcontractor.

**Total Contractors/Consultants**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from BHA.

**Occupancy**

Expenses resulting from an agency's occupancy and use of owned, rented, leased or donated building and offices

**Column A: Item**

Example 1: Rent

Example 2: Janitorial

**Column B: Description of Item.**

Example 1: Rent

Rent for 555 S. Broadway Suite 10, Denver Co 80121

Example 2: Janitorial

Nightly cleaning, vacuuming, trash and dusting.

**Column E: Rate and Column F: Quantity**

Describe Rate in Column E and Quantity in Column F, if appropriate.

Example 1: Rent

Rate: \$500

Quantity: 12

\$6,000.00

Example 1: Janitorial

Rate: \$250

Quantity: 12

\$3,000.00

**Column G: Total Amount Requested from BHA**

This column should reflect the amount(s) the agency is requesting from BHA for each travel line.

**Operating Expenses**

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

This column should list the item to be used in support of the Work Plan.

**Column A: Item**

Example 1: 1 Employee Training

Example 2: Telephone lines/long distance and Internet services

**Column B: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Employee Training (CBT Training, 3 staff (cost includes registration, training and transportation)

Example 2: Internet/server access services and telephone services cost averages \$206.19 per person x 1 staff.

**Column E: Rate and Column F: Quantity**

Describe Rate in Column E and Quantity in Column F, if appropriate.

Example 1: CBT Training

Rate: \$350.00

Quantity: 3

---

\$1,050.00

Example 1: Internet/server access

Rate: \$206.19

Quantity: 12

---

\$2,474.28

**Column G: Total Amount Requested from BHA**

Refer to Behavioral Health Accounting and Auditing Guidelines

chrome-extension://efaidnbmnnnibpcajpcgclefindmkaj/[Behavioral Health Accounting and Auditing Guidelines | HCPF](#)

[eCFR :: 2 CFR 200.436 -- Depreciation.](#)

**Column A: Item**

This column should list the item to be depreciated

Example 1: Computer Server

**Column B: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Computer Server-method of calculating depreciation meets the BHA Accounting and Auditing Guidelines.  
Deprecation 10% of total cost.

**Column G: Total Amount Requested from BHA**

This column should reflect the amount(s) the agency is requesting from BHA for each supply item.

**Professional Fees**

Fees and expenses of professional practitioner and consultants who are not employees of the agency and are engaged for specified services on a fee or other individual contract basis

Refer to Behavioral Health Account and Auditing Guidelines

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/[Behavioral Health Accounting and Auditing Guidelines | HCPF](#)

**Total Direct Costs (TDC)**

This row is the total of all Direct Costs the agency is requesting from BHA (Personnel Services, Contractors/Consultants, Travel and Supplies & Operating).

**Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200**

Modified Total Direct Costs are calculated by subtracting certain expenses from the TDC. This is calculated when a Contractor has selected the 10% Indirect Rate. Certain expenses include:

\*Subcontracts in excess of \$25,000: Include any dollar amount above \$25,000 for one contractor.

\*Rent: Include rent if listed under Occupancy as a direct expense.

\*Equipment: Include equipment over \$5,000 or with a long term lease.

\*Other Unallowable Expenses: Include such items as construction, real estate, tuition remission, charges for patient care, etc....

**Indirect Costs**

Indirect costs will be paid according to the OMB Super Circular provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC)

**Column B: Description of Item (description is not necessary for the negotiated rate agreement)**

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

***Column F: Percentage***

--



				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Contract Services</b>				<b>\$ 90,500.00</b>
<b>Occupancy</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from BHA</b>
Rent	Rent for 555 S. Broadway Suite 10, Denver Co 80121	\$ 500.00	12	\$ 6,000.00
Janitorial	Nightly cleaning, vacuuming, trash and dusting.	\$ 250.00	12	\$ 3,000.00
				\$ -
				\$ -
<b>Total Occupancy</b>				<b>\$ 9,000.00</b>
<b>Operating</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from BHA</b>
Licensing	substance abuse accreditation for Fort Logan and Pueblo locations	\$ 5,000.00	2	\$ 10,000.00
Travel - Local	40 miles average travel for site visits and project meetings in the Denver metro area, 2 people, 4/month for 8 months	\$ 0.50	2423	\$ 1,211.50
Software	Medication distribution software implementation for Fort Logan and Pueblo locations	\$ 6,000.00	2	\$ 12,000.00
Equipment	Medication dispensing kiosk with video access to live pharmacist for Fort Logan and Pueblo	\$ 25,500.00	2	\$ 51,000.00
				\$ -
				\$ -
<b>Total Operating</b>				<b>\$ 74,211.50</b>
<b>Depreciation/Amortization</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>			<b>Total Amount Requested from BHA</b>
Computer Server	ABC Foundation's method of calculating depreciation meets the Behavioral Health Accounting and Auditing Guidelines. Depreciation-10% of total costs. (Approx. \$27.00 per month)			\$ 320.42
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Depreciation/Amortization</b>				<b>\$ 320.42</b>
<b>Professional Fees</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from BHA</b>
Auditor	Auditing services for accounting compliance evaluation	\$ 2,000.00	1	\$ 2,000.00
				\$ -
				\$ -
				\$ -
<b>Total Professional Fees</b>				<b>\$ 2,000.00</b>
<b>Capital Costs</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from BHA</b>
Construction	construction work on land to build new wing for increased staff and clients served	\$ 86,000.00	1	\$ 86,000.00
Land	real estate purchase to expand on existing building	\$ 80,000.00	1	\$ 80,000.00
Vehicles	purchase of 2018 Ford Explorer for mobile services	\$ 20,000.00	2	\$ 40,000.00
				\$ -
<b>Total Capital Costs</b>				<b>\$ 206,000.00</b>
<b>TOTAL DIRECT COSTS (TDC)</b>				<b>\$ 610,505.62</b>
<b>Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200</b>				
	Subaward in excess of \$25,000			\$ 15,000.00
	Rent			\$ 6,000.00
	Equipment (over \$5000)			\$ 91,000.00
	Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.			\$ 166,000.00
<b>Total Expenses per OMB 2CFR § 200</b>				<b>\$ 278,000.00</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				<b>\$ 332,505.62</b>
<b>Indirect Costs</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Percentage</b>		<b>Total Amount Requested from BHA</b>
10% Indirect rate:	Supplies, general administrative, department administration, rent, utilities, operations & maintenance, etc.	10%		\$ 33,250.56
<b>Total Indirect</b>				<b>\$ 33,250.56</b>
<b>Grand Total Expenses</b>				<b>\$ 643,756.00</b>

rent needs to be added to row 117; Exclusions from Indirect Cost Base

Operating expenses include: phones, program supplies, travel

equipment over \$5000 needs to be added to row 118; Exclusions from Indirect Cost Base

construction needs to be added to row 119; Exclusions from Indirect Cost Base  
land purchase needs to be added to row 119; Exclusions from Indirect Cost Base  
equipment over \$5000 needs to be added to row 118; Exclusions from Indirect Cost Base

add the total number of subcontracts over \$25,000 here. This information is from the Contract/  
building rent only, can not include utilities or maintenance  
equipment individually priced over \$5000  
construction, and land costs from rows 110-111 added here

This total will be offset by the matching funds below

Match Requirement Chart: Size of Organization & Award amount		
Match Requirement	Organization Annual Budget Size	Requirement on grant award
large org.	\$20,000,000 or more	5%
small	less than \$20,000,000	2.5%
Award of \$50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT
<b>5.0%</b>

Identify your organization's size and confirm the match amount you will provide.

**MATCH AMOUNT REQUIRED \$ 32,187.80**

**Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds**

This section will calculate the amount of matching funds your organization is required to have. List the source and amount of match below, for each FY budget period you are requesting money for.

<b>Revenue Offset</b>		<b>Annual Budget</b>
<b>Client Services</b>		
Medicaid Fee for Service Cash		\$ -
Medicaid Capitation Encounters		\$ -
<i>valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional</i>		
BHA Indigent Encounters**		\$ 100.00
3rd Party Insurance Cash Receipts		\$ -
Medicare Cash		\$ -

Self-Pay/Client Fees	\$ -
Cash from other Sources: (Specify below)	\$ -
	\$ -
	\$ -
<b>Total Client Services</b>	\$ 100.00
<i>*The rate that your entity is receiving must be used to offset costs in this area</i>	
<i>**Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount</i>	
<b>Matching Funds</b>	
<b>Contracts and Grants</b>	
Non-Governmental Contracts	\$ -
Other State Revenue/Accrual	\$ -
Federal Grant Funds/Accrual	\$ -
Local Funds/Accrual	\$ -
Private Grant Funds/Accrual	\$ -
Public Support	\$ 50,000.00
Private Support	\$ -
In-Kind Donations	\$ -
Other Funds (Specify below)	\$ -
	\$ -
	\$ -
	\$ -
<b>Total Contracts and Grants</b>	\$ 50,000.00
<b>Grand Total Revenue Offset</b>	\$ 50,100.00
	\$ -
	\$ -
<b>Net Cost</b>	\$ <b>593,656.00</b>

Matching funds should be for this project and donated within this Budget period

Medicaid and matching funds are rolled together for the matching funds requirement

**This is the amount the BHA will award for the grant project**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form



















# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

January 10 – February 21, 2023  
(as of 1/06/2023)

## Board of County Commissioners

### 1. [BOCC Regular Meeting](#)

January 10, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 2. [BOCC Work Session](#)

January 17, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 3. [Joint Public Hearing; Gunnison County Board of County Commissioners and Gunnison County Planning Commission](#)

January 19, 2023, 10:15 AM @ BOCC Boardroom

Public Hearing regarding Whetstone housing project

[More Details](#)

### 4. [BOCC Regular Meeting](#)

January 24, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 5. [BOCC Work Session](#)

January 31, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 6. [Mayors & Managers Meeting - Hosted by City of Gunnison](#)

February 2, 2023, 12:00 PM - 1:30 PM

[More Details](#)

### 7. [BOCC Regular Meeting](#)

February 7, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 8. [BOCC Work Session](#)

February 14, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 9. [BOCC Regular Meeting](#)

February 21, 2023, All Day @ BOCC Boardroom

[More Details](#)

## Gunnison County Organization

### 1. [Holiday – Martin Luther King, Jr.’s Birthday – Offices Closed](#)

January 16, 2023, All Day

[More Details](#)

### 2. [Open House: Gunnison-Crested Butte Regional Airport](#)

January 20, 2023, 4:00 PM – 6:00 PM

The public is invited to celebrate the completion of the Airport Renovation Project! Light refreshments will be served.

[More Details](#)

### 3. [Holiday – Washington’s Birthday – Offices Closed](#)

February 20, 2023, All Day

[More Details](#)

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

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**Agenda Item:** Approval for submission; State of Colorado Innovat

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**Action Requested:** Other consent to submit for grant

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The IHOH grant is the "innovative housing strategies" grant created by HB21-1271. The County was invited to apply after submitting a pre-application for the project

**Fiscal Impact:** 1,000,000

**Submitted by:** John Cattles

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/6/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/10/2023

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## MEMO

**Gunnison County,**  
200 E Virginia, Gunnison, CO 81230  
Phone: (970) 641-7600  
Website: [www.gunnisoncounty.org](http://www.gunnisoncounty.org)

From: John Cattles, Assistant County Manager for Sustainable Operations  
To: Board of County Commissioners  
Cc: Matthew Birnie, County Manager; Cathie Pagano, Assistant County Manager  
Date: 1/5/2023  
Re: IHOI Grant

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The State of Colorado has created an “Innovative Housing Strategies” (IHOI) grant in response to HB21-1271. In November we submitted a pre-application for this grant for \$1,000,000. In order to qualify for the grant, we had to prove that we have policies in place to promote affordable housing. Specifically, we had to prove that our land use regulations included certain incentives to promote affordable housing. The review committee also narrowed down applicants based on readiness, impact, sustainability, and equity. The County received notice that we have been invited to submit a final application on December 20<sup>th</sup>. The grant deadline is January 31, 2023.

The application requires proof that the elected body has taken official action to approve the grant submission. I request that the Board consent to submission of a final grant application requesting \$1,000,000 from the IHOI grant to be used to build affordable housing at Sawtooth Phase 2.

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

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**Agenda Item:** Lot Cluster; Lot 2, Block 3, Crystal Meadows Subdi

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Doloras Harms lots cluster Lot 2, blk 3, Crystal Meadows Sub. & adj. .44 acres in Sec. 28, T11S, R88W- 6th PM

**Fiscal Impact:**

**Submitted by:** Beth Baker

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/10/2023

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Date: December 28, 2022

RE: Doloras Harms Lot Cluster application

LUC -22-00060

Reviewed Deputy County Attorney date December 7, 2022

- The county attorney's office has reviewed and determined the lot cluster application legally sufficient for the BOCC review
- The taxes are current
- No HOA
- No liens
- Utility Co. have given approval
- Clustering Lot 2, Blk 3, Crystal Meadows Sub. and the adjacent .44 acres

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-22-00060

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development



## APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO

Website: <https://www.gunnisoncounty.org/144/Community-and-Economic-Development>

Telephone: 970-641-0360

SUBMIT ALL PERMIT PACKET INFORMATION TO [PERMIT@GUNNISONCOUNTY.ORG](mailto:PERMIT@GUNNISONCOUNTY.ORG)

**Application Fee- \$1018.00**

<b>APPLICANT/ Owners:</b> Doloras R. Harms		
Julie Pratte		
<b>PRIMARY CONTACT:</b>		
<b>MAILING ADDRESS:</b> 365 River Bend Way		
<b>CITY:</b> Glenwood Springs	<b>STATE:</b> Colorado	<b>ZIP:</b> 81601
<b>PHONE</b> 970-927-0801	<b>E- Mail Address</b> jjpratte@comcast.net.	
<b>Please submit:</b> <ul style="list-style-type: none"> <li>• Both the Complete Application and the Complete Declaration and Agreement</li> <li>• Fee</li> <li>• Copy of Warranty Deeds</li> <li>• Tax certificates- showing taxes current</li> <li>• All items 1-9 in the application</li> </ul>	<ul style="list-style-type: none"> <li>• Owners names must be as they appear on the warranty deeds for the properties.</li> <li>• Legal descriptions must be as they appear on the warranty deeds for the properties</li> </ul>	

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado (**insert or attach the full legal description**):

See attached documents

**\*\*And any adjacent street or alley that is or may be vacated. County of Gunnison, State of Colorado.**

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information

4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration."

**\*\*If there are no liens or encumbrances on the lots, please provide a signed statement noting there are no liens.**

5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction.

6. **HOMEOWNERS ASSOCIATION APPROVAL.** Provide a signed statement of approval of the lot cluster application.

7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts.
8. **CONSENT BY UTILITIES.** As applicable, letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist.
9. **SITE PLAN.** All the listed information MUST be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots.  Exterior lot lines for all parcels described in #1, above
- All existing and proposed structures
  - Locations of driveways and parking areas/spaces
  - Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
  - Distance of structures from property lines
  - Easements (include width as well as locations)
  - Irrigation and drainage ditches
  - Boundary line(s) to be vacated between lots
  - If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
  - The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution*. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Doloras R. Harms, Owner

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

\_\_\_\_\_  
Owner/ Applicant

Date: 10-15-2022

Doloras R. Harms  
Doloras R. Harms      Owner/ Applicant

**AUTHORIZATIONS**

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

\_\_\_\_\_  
Gunnison County Attorney

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

\_\_\_\_\_  
Gunnison County Community Development Director

R040298

Parcel ID # 2917-281-00-017

0.44 Acres in Section 28, Township 11S, Range 88W of the Sixth Principal Meridian;

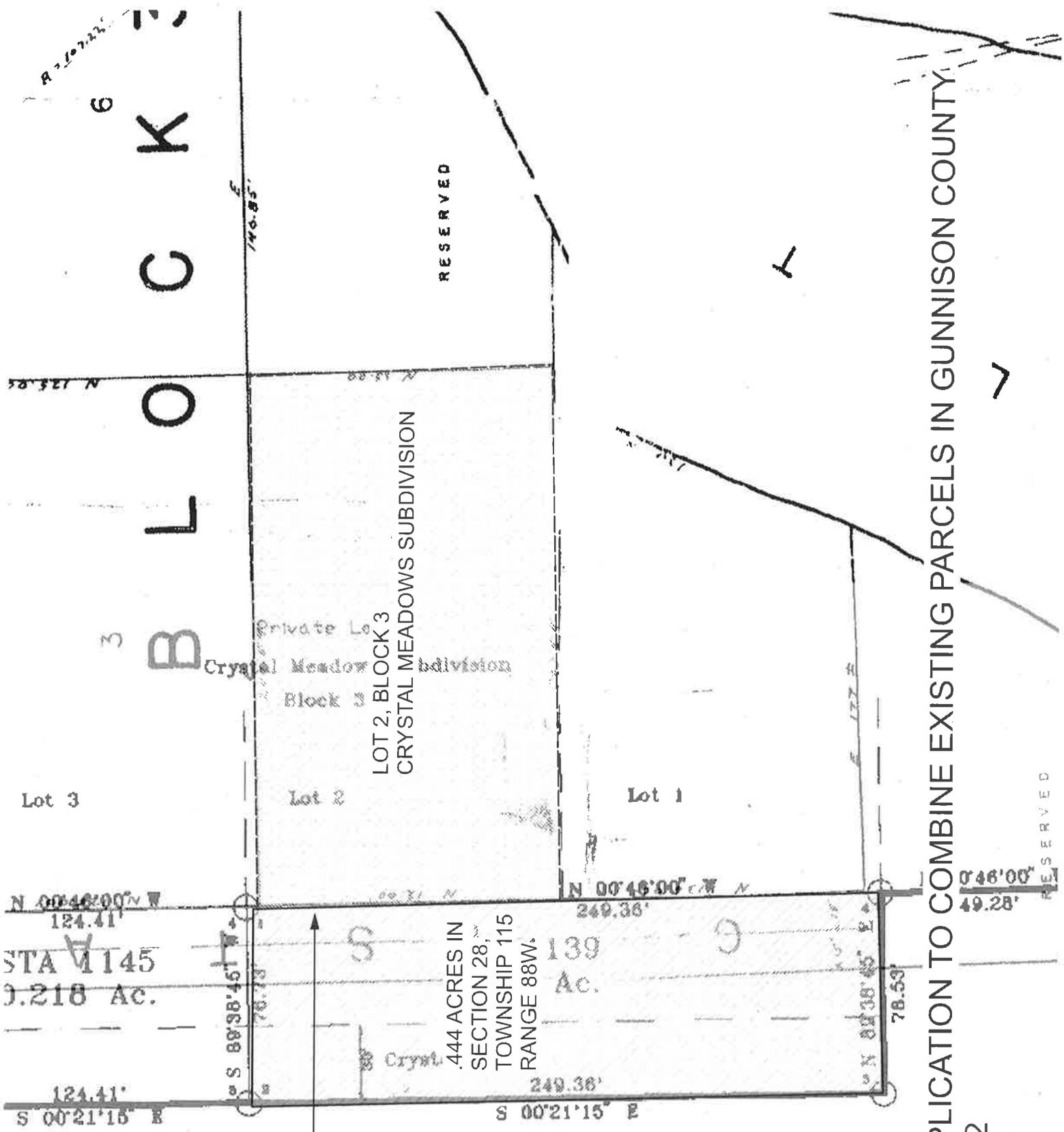
Beginning at the CE one-sixteenth corner of Section 28, monumented with a BLM aluminum cap on pipe, thence N.  $00^{\circ}46'00''$ W. 1,098.64 feet along the east line of the SW  $1/4$ NE $1/4$  of said section to AP 1 of S.T.A. 1139, the TRUE POINT OF BEGINNING, monumented with a 2.5 inch aluminum cap on rebar, said point also being AP 4 of S.T.A. 1145; thence S.  $89^{\circ}38'45''$ E. 76.73 feet to AP 2 of S.T.A. 1139 also being AP 3 of S.T.A. 1145, monumented with a 2.5 inch aluminum cap on rebar; thence S. $00^{\circ}21'15''$ E. 249.36 feet to AP 3 of S.T.A. 1139, monumented with a 2.5 inch aluminum cap on rebar; thence N. $89^{\circ}38'45''$ E. 78.53 feet to AP 4 of S.T.A. 1139, monumented with a 2.5 inch aluminum cap on rebar and being on the east line of the SW $1/4$ NE $1/4$  of this section; thence N $00^{\circ}46'00''$ W. 249.36 feet to AP 1 of S.T.A. 1139, the TRUE POINT OF BEGINNING. Containing 0.444 acres, more or less.

R015775

Parcel ID #2917-281-07-004

Lot 2, Block 3, Crystal Meadows Subdivision

Also known by street and number as: 38 Crystal Drive, Marble, Colorado



6  
 B L O C K  
 3

LOT 2, BLOCK 3  
 CRYSTAL MEADOWS SUBDIVISION

RESERVED

Private Lot  
 Crystal Meadow  
 Block 3  
 Subdivision

Lot 3

Lot 2

Lot 1

STA 1145  
 9.218 Ac.

.444 ACRES IN  
 SECTION 28,  
 TOWNSHIP 115  
 RANGE 88W.

139 Ac.

BOUNDARY LINE TO BE VACATED

NORTH  
 1"=50'-0"

White River National  
 Wildlife Refuge

HARMS APPLICATION TO COMBINE EXISTING PARCELS IN GUNNISON COUNTY  
 JULY 7, 2022

RESERVED



**LOT CLUSTER AGREEMENT AND DECLARATION**

Date of Meeting \_\_\_\_\_ ( filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Doloras R. Harms \_\_\_\_\_  
(Owner) (Owner)

Doloras R. Harms \_\_\_\_\_  
(Owner) (Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

see attached

and any adjacent street or alley that is or may be vacated.,  
County of Gunnison  
State of Colorado

- 2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

**NOW, THEREFORE, it is agreed that:**

- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
- 2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 10-15-2022 \_\_\_\_\_ Doloras R. Harms  
 \_\_\_\_\_ **Owner**  
 Date: \_\_\_\_\_ Doloras R. Harms  
 \_\_\_\_\_ **Owner**  
 Date: \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_ **Owner**  
 Date: \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_ **Mortgage or Lien Holder**

STATE OF COLORADO     )  
   )ss  
 COUNTY OF GUNNISON    )

The foregoing instrument was acknowledged before me this 15 day of Oct 2022  
 by Doloras R. Harms \_\_\_\_\_ (Owner/s).

Witness my hand and official seal.  
 My Commission expires: 2/11/2025

Julie J. Pratte  
 \_\_\_\_\_  
 Notary Public

<p><b>JULIE J. PRATTE</b>          NOTARY PUBLIC          STATE OF COLORADO          NOTARY ID# 19974001570          MY COMMISSION EXPIRES 02/11/2025</p>
---

Address: 365 River Bend Way  
Glenwood Springs, CO 81601

STATE OF COLORADO     )  
   )ss  
 COUNTY OF GUNNISON    )

R040298

Parcel ID # 2917-281-00-017

0.44 Acres in Section 28, Township 11S, Range 88W of the Sixth Principal Meridian;

Beginning at the CE one-sixteenth corner of Section 28, monumented with a BLM aluminum cap on pipe, thence N.  $00^{\circ}46'00''$ W. 1,098.64 feet along the east line of the SW  $1/4$ NE $1/4$  of said section to AP 1 of S.T.A. 1139, the TRUE POINT OF BEGINNING, monumented with a 2.5 inch aluminum cap on rebar, said point also being AP 4 of S.T.A. 1145; thence S.  $89^{\circ}38'45''$ E. 76.73 feet to AP 2 of S.T.A. 1139 also being AP 3 of S.T.A. 1145, monumented with a 2.5 inch aluminum cap on rebar; thence S. $00^{\circ}21'15''$ E. 249.36 feet to AP 3 of S.T.A. 1139, monumented with a 2.5 inch aluminum cap on rebar; thence N. $89^{\circ}38'45''$ E. 78.53 feet to AP 4 of S.T.A. 1139, monumented with a 2.5 inch aluminum cap on rebar and being on the east line of the SW $1/4$ NE $1/4$  of this section; thence N $00^{\circ}46'00''$ W. 249.36 feet to AP 1 of S.T.A. 1139, the TRUE POINT OF BEGINNING. Containing 0.444 acres, more or less.

R015775

Parcel ID #2917-281-07-004

Lot 2, Block 3, Crystal Meadows Subdivision

Also known by street and number as: 38 Crystal Drive, Marble, Colorado

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

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**Agenda Item:** Snowbound Subdivision Plat; Vacation and Revocatio

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Jeffe Hall proposes to vacate the Snowbound subdivision plat in Marble Colorado, resulting in a single approximately 31 acre, residential parcel.

**Fiscal Impact:**

**Submitted by:** Rachel Sabbato

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 1/6/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/6/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/10/2023

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**Gunnison County, CO**  
**Community Development Department**

221 N. Wisconsin St. Ste. D, Gunnison, CO 81230

Phone: (970) 641-0360 FAX: (970) 641-8585

Website: [www.gunnisoncounty.org/planning.html](http://www.gunnisoncounty.org/planning.html)

Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)

To: BOCC

From: Rachel Sabbato

Date: Tuesday January 3, 2023

Re: Jeffe Hall proposes to vacate the Snowbound subdivision plat in Marble Colorado, resulting in a single approximately 31 acre, residential parcel.

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**LUC-22-00047**

The applicant Jeffe Hall proposes to vacate the Snowbound subdivision plat, resulting in a single, approximately 31 acre, residential parcel. Applicant also requests a vacation of easements shown on the Plat that were granted to the Marble Metropolitan District for the water system to serve Snowbound subdivision. Gunnison County currently owns the easements and water system and is conveying the water system to this applicant. A Settlement Agreement between the Board of County Commissioners of Gunnison County and Jeffe D. Hall to vacate the Snowbound Subdivision Plat was signed by both parties on September 13, 2022.

Per the Land Use Resolution, *Section 5-102. R. Amendment or Termination of Subdivision Covenants*, this application requires an Administrative Review Certificate of Approval that staff will sign and record. A Board signature is required for the Revocation that consents to the vacation of the Snowbound Plat and termination of the Snowbound Covenants.

Attached:

Administrative Review Certificate of Approval  
Revocation of Snowbound Plat and Covenants

Please call if there are any further questions.

Thank you,

Rachel Sabbato  
Senior Land Use Planner  
Phone: 970-641-7929  
[rsabbato@gunnisoncounty.org](mailto:rsabbato@gunnisoncounty.org)

Revocation of Declaration of Protective Covenants and Vacation of Plat  
for  
Snowbound Subdivision

This Revocation of Declaration of Protective Covenants and Vacation of Plat for Snowbound Subdivision (“Revocation”) is made by **Jeffe D. Hall** (“Owner”), **Snowbound Association** (“Association”), and the **Board of County Commissioners of Gunnison County, Colorado** (“BOCC”).

Recitals

- A. Owner owns all of the lots (lots 1 through 10) within Snowbound Subdivision, according to the Snowbound plat recorded July 9, 1985, in the real property records of Gunnison County, Colorado, at **Reception No. 388569**, as amended by the Amendment of Plat Dedication and Declaration of Protective Covenants of Snowbound Subdivision recorded November 25, 1985 at **Reception No. 391323** (the “Snowbound Plat”).
- B. The Association owns the Common Area parcel shown on the Snowbound Plat.
- C. The Owner is the sole member and sole Director of the Association.
- D. The metes and bounds legal description of the property subject to the Snowbound Plat (the “Property”) is provided in Exhibit A hereto.
- E. The Property is encumbered by the Declaration of Protective Covenants for Snowbound Subdivision recorded at **Reception No. 388568**, as amended by the Amendment of Plat Dedication and Declaration of Protective Covenants of Snowbound Subdivision recorded November 25, 1985, at Reception No. 391323 (the “Snowbound Covenants”).
- F. The Owner desires to vacate the Snowbound subdivision plat and terminate the Snowbound Covenants.
- G. The Owner and Association have submitted an application for vacation of the Snowbound Plat to Gunnison County in accordance with Gunnison County’s Land Use Resolution (LUC-22-00047).
- H. Article 5, Section C. of the Snowbound Covenants requires the written consent of two-thirds of the members of the Association to terminate the Snowbound Covenants, and certain provisions cannot be terminated without the written consent of the BOCC.

Declaration

In consideration of the foregoing:

- 1. Owner, as sole owner of units in Snowbound, consents to the vacation of the Snowbound Plat and termination of the Snowbound Covenants.
- 2. The Association, acting through the Owner as the sole Director and sole member of the Association, consents to the vacation of the Snowbound Plat and termination of the Snowbound Covenants.



APPROVED BY BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY,  
COLORADO:

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

EXHIBIT A

All that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 11 South, Range 88 West, 6th P.M. which lies south of the Crystal River, said parcel more particularly described as follows:

beginning at the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence north 88° 01'04" west along the southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1,296.80 feet to the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence north 00°29'01" west along the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  727.86 feet to a point in the center of said river;  
thence along the center of said river north 56°07'27" east 365.35 feet;  
thence north 67°00'22" east 97.96 feet;  
thence north 53°24'43" east 124.05 feet;  
thence north 67°12'31" east 120.66 feet;  
thence south 89°54'54" east 60.02 feet;  
thence north 69°20'21" east 114.34 feet;  
thence north 80°36'36" east 150.36 feet;  
thence south 75°00'00" east 393.79 feet to a point on the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence south 00°06'33" east along the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1,098.15 feet, more or less, to the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , the point of beginning;

Gunnison County, Colorado

GUNNISON COUNTY, COLORADO

**CERTIFICATE OF  
ADMINISTRATIVE REVIEW APPROVAL**

CERTIFICATION NO. 02, SERIES 2023

**AN ACTION APPROVING LAND USE CHANGE PERMIT NO. LUC-22-00047 TO  
VACATE THE SNOWBOUND SUBDIVISION PLAT RESULTING  
IN A SINGLE 31 ACRE, RESIDENTIAL PARCEL.  
A PARCEL LOCATED IN THE NE1/4SW1/4 SECTION 25,  
TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6<sup>TH</sup> PRIME MERIDIAN, MARBLE COLORADO.**

**WHEREAS**, the applicants Jeffe Hall and Snowbound Association propose to vacate the Snowbound subdivision plat, resulting in a single, approximately 31 acre, residential parcel. Applicants also requests a vacation of easements shown on the Plat that were granted to the Marble Metropolitan District for the water system to serve Snowbound subdivision. Gunnison County currently owns the easements and water system and is conveying the water system to applicant Jeffe Hall.

**AND, WHEREAS**, Section 5-103 of the *Gunnison County Land Use Resolution* defines a process of review for Administrative Review Projects, and after a review of relevant facts related to the proposed land use changes compliance with the *Resolution* the Gunnison County Community Development Department finds the following:

1. The proposed land use change complies with all applicable standards and other provisions of the *Gunnison County Land Use Resolution*.
2. A reduction of impact per Section 3-111. B.1 from Minor to Administrative Review has been determined appropriate for this application.
3. Snowbound Subdivision was approved by Gunnison County Board of County Commissioners on July 2, 1985, reception No. 388569.
4. The parcel containing the vacated subdivision may revert to being legally described as it was prior to the subdivision, therefore a new survey was not required. The prior legal description is provided in Exhibit A hereto.
5. Record title to the common area is held by Snowbound Association. Therefore, it is listed as a co-applicant. As the sole owner of the Snowbound lots, Ms. Hall is the sole member of Snowbound Association. Concurrent with vacation of the subdivision, record title to the common area will be quitclaimed to Jeffe Hall.
6. A Settlement Agreement between the Board of County Commissioners of Gunnison County and Jeffe D. Hall to vacate the Snowbound Subdivision Plat was signed by both parties on September 13, 2022.

7. No new covenants are proposed, Ms. Hall owns all lots and therefore is only member of HOA.
8. An exempt well permit will be obtained which requires vacation of the subdivision.
9. The remaining buildable lots within the subdivision are in the mudflow-debris fan geologic hazard area. Approval of this land use change will eliminate 9 potential residences within this hazard area.
10. The proposal does not involve the construction of any new structures or driveways. The application will reduce the potential number of developed lots in the subdivision from ten to one.
11. The existing single family residence will remain, no new structures are proposed.
12. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development office file relative to this application; including all exhibits, references and documents as included therein.
13. Based on the facts set forth in this Decision and on the material facts represented by the applicant, whether or not repeated herein, this application does not substantially conflict with any land use policy.

**NOW, THEREFORE,** the Land Use Change Permit No. LUC-22-00047 is approved as an Administrative Review project, and is so certified by the undersigned, and subject to the following conditions:

1. This Permit is limited to activities described within the application, and as depicted on the site plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. This Permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
3. This approval is conditioned upon the recordation of a Revocation of Declaration of Protective Covenants and Vacation of Plat for Snowbound Subdivision, duly executed by the applicants and the Board of County Commissioners of Gunnison County, Colorado.
4. The plat vacation is subject to Colorado State Division of Water Resources issuing a new well permit to supply water for domestic use inside one single family dwelling on the Snowbound Property.
5. Once the applicant receives the new single family well permit a copy shall be provided to Gunnison County.
6. Future projects may require a different level of County review.

**THIS CERTIFICATION AND THE PERMIT GRANTED HEREBY** shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

---

/s/Rachel Sabbato  
Land Use Planner  
Gunnison County Community Development

ATTEST:

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Gunnison County Clerk and Recorder

## EXHIBIT A

All that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 11 South, Range 88 West, 6th P.M. which lies south of the Crystal River, said parcel more particularly described as follows:

beginning at the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence north 88° 01'04" west along the southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1,296.80 feet to the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence north 00°29'01" west along the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  727.86 feet to a point in the center of said river;  
thence along the center of said river north 56°07'27" east 365.35 feet;  
thence north 67°00'22" east 97.96 feet;  
thence north 53°24'43" east 124.05 feet;  
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thence south 89°54'54" east 60.02 feet;  
thence north 69°20'21" east 114.34 feet;  
thence north 80°36'36" east 150.36 feet;  
thence south 75°00'00" east 393.79 feet to a point on the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence south 00°06'33" east along the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  1,098.15 feet, more or less, to the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ , the point of beginning;  
Gunnison County, Colorado

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

**Agenda Item:** Approval for the Gunnison Valley Land Preservation

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

**Parties to the Agreement:** Crested Butte Land Trust

**Term Begins:** 1/3/2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

Land Preservation Funds for a conservation easement on the Schutt property east of the Town of Crested Butte.

**Fiscal Impact:** 125000

**Submitted by:** Mike Pelletier

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/3/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient SO 1/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/5/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 1/10/2023

To: Board of County Commissioners

From: Mike Pelletier, GIS Manager

Date: January 3, 2023

RE: Crested Butte Land Trust grant agreement for Schutt Property.



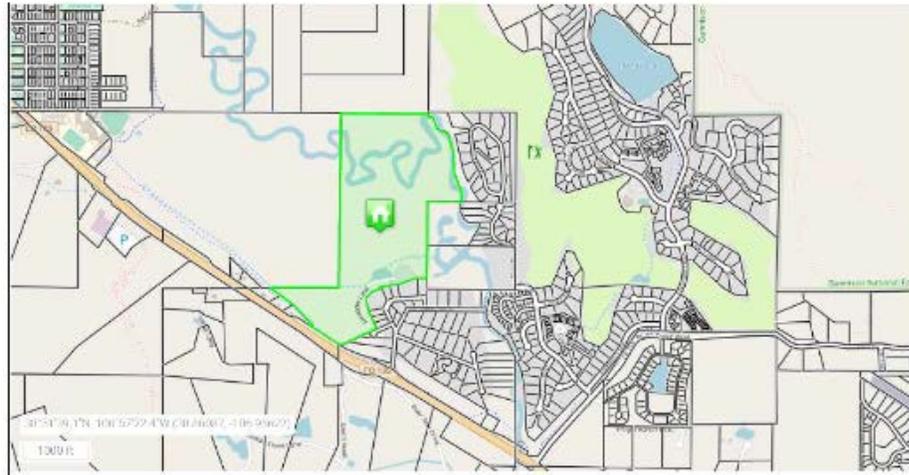
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The Gunnison Valley Land Preservation Board approved funding to the Crested Butte Land Trust to for a conservation easement on the Schutt Property at their November 11, 2021 meeting. The grant is for \$125,000 and the project has not changed from what was presented to the Land Preservation Board.

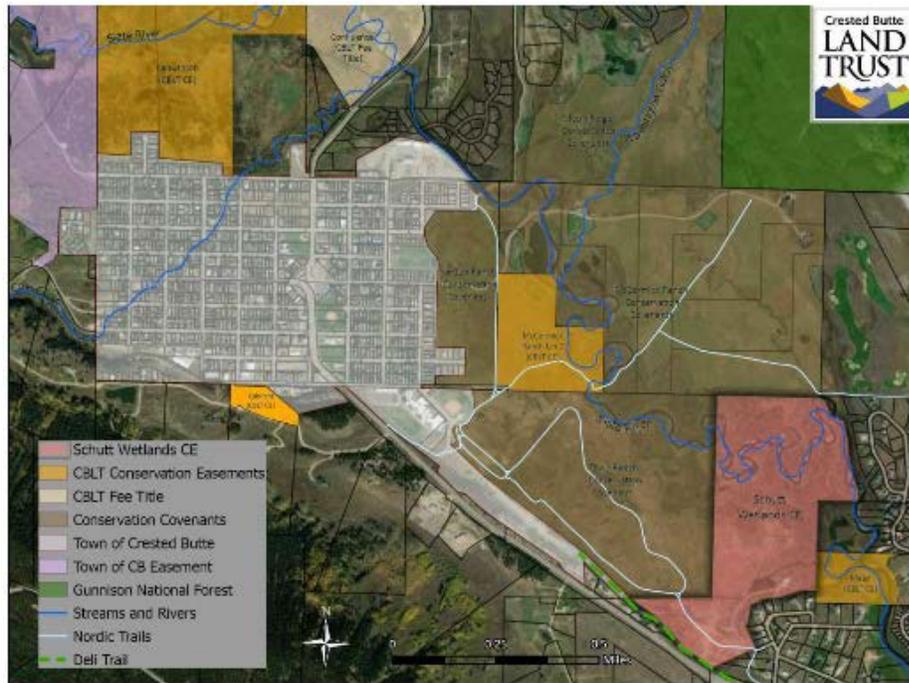
The 107-acre Schutt Wetlands parcel shares a boundary with the Town of Crested Butte's Town Ranch conservation parcel and other conservation easements held by the Crested Butte Land Trust (Land Trust). Bob and Suzanne Schutt have owned the property for thirty years. The Schutt property contains wetlands, sub-irrigated meadows, and a significant portion of the Slate River as it meanders through the valley forming wetlands, oxbows and deep pools that store critical water supplies at the headwaters of the Gunnison River. The Schutt Wetlands parcel contains the last meanders and significant wetlands of the Slate River before it becomes naturally channelized as it flows through ranch land and finally into the East River. The East River and the Taylor River join to form the Gunnison River downstream of this parcel. The Schutt Wetlands property also supports local ranching through a grazing lease on the parcel.

Protecting the Slate River wetlands has been a top priority for the community and the Land Trust since the organization's inception in 1991. Critical, high elevation wetlands along the Slate River support habitat for robust communities of migratory birds, small mammals, big game, and fish, not to mention provide opportunities for recreation, ranching and watershed protection. Conserving the Schutt Wetlands parcel in perpetuity will be a large step toward protecting the headwaters of the Gunnison River as it will extinguish future development on the parcel, and it will permanently protect an essential year-round recreation and community connectivity between the Town of Crested Butte and neighborhoods to the east and south.

**ASSESSOR TAX PARCEL MAP**



**SURROUNDING LAND USE AND TRAILS MAP**



**DEED OF CONSERVATION EASEMENT**  
**Crested Butte Land Trust**  
**Schutt Property – Gunnison County, CO**

NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT # \_\_\_\_\_ (“GRANT”) FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND (“BOARD”). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY, WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY (“GUNNISON COUNTY”) IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT.

**THIS DEED OF CONSERVATION EASEMENT** (the “Deed” or “Easement”) is granted this \_\_\_\_\_ day of January, 2023, by the **ROBERT C. SCHUTT JR. LIVING TRUST DATED DECEMBER 27, 2010 and any amendments thereto** and the **SUZANNE SCHUTT LIVING TRUST DATED DECEMBER 27, 2010 and any amendments thereto**, the collective address of which is c/o Bob and Suzanne Schutt, 127 Slate River Drive, P.O. Box 3790, Crested Butte, CO 81224-3790 (collectively the “Grantor”) to the **CRESTED BUTTE LAND TRUST**, a Colorado nonprofit corporation, the address of which is P.O. Box 2224, Crested Butte, Colorado, 81224 (“Grantee”), and the successors in interest and assigns of each, for the purpose of forever conserving the open space and wildlife habitat qualities of the subject property. The Grantor and the Grantee are individually referred to as a “Party”, and are collectively referred to as the “Parties”. The following exhibits are attached hereto and made a part of this Easement.

- Exhibit A - Description of Property
- Exhibit B - Map of the Property
- Exhibit B-1 - Map and Description of Building Areas
- Exhibit C - Description of Water Rights
- Exhibit D - Acknowledgement of Baseline Report

**RECITALS:**

- A) Grantor is the sole owner in fee simple of certain real property located in Gunnison County, Colorado, consisting of 107 acres, more or less, described in the attached **Exhibit A** and depicted in the attached **Exhibit B** (the “Property”).
- B) The Property possesses open space, natural wildlife habitat and recreational conservation values (collectively, the “Conservation Values”) of great importance to the Grantee, the

Town of Crested Butte, the people of Gunnison County, the people of the state of Colorado, and the people of the United States of America, which Conservation Values are worthy of protection, and which are further described in the Baseline Report acknowledged in **Exhibit D**. The Conservation Purposes described and detailed in these Recitals are part of the Conservation Values of the Property. The Conservation Values are the Open Space, Agricultural, Wildlife Habitat and Recreational Conservation Values described in these Recitals.

- C) The following Conservation Purpose, in accordance with Treasury Regulations §1.170A-14(d)(4) is furthered by this Easement: “To preserve open space (including farmland and forest land ... if such preservation is (a) Pursuant to a clearly delineated federal, state or local governmental policy” (see Recital E, below) “and will yield a significant public benefit, or (b) For the scenic enjoyment of the general public and will yield a significant public benefit.” This Conservation Purpose includes at least the following “**Open Space**” Conservation Values:
- 1) The Property is situated within the Slate River Valley of the Elk Mountains of the South Rocky Mountains Physiographic Province. The Property’s aesthetically-pleasing and harmonious array of shapes and textures created by its meadows and river corridor, provide natural scenic enjoyment to the general public and contribute to the openness and variety of the overall landscape in the region. The Property is visually accessible to the public from the Town of Crested Butte, from nearby public lands, from State Highway 135 and from several public recreational trails.
  - 2) Scenic, open vistas available to the public from the Property include the peaks of the Ruby Range and Elk Mountains surrounding the Slate River Valley. Preservation of the Property’s open space will yield a significant public benefit because there is a strong likelihood that development of the Property would contribute to the degradation of scenic views enjoyed by the public. There is significant development pressure in the vicinity of the Property, threatening the small-town and rural character of the Crested Butte area - characteristics valued highly by area residents, and which bring significant tourism revenue to the area.
  - 3) The Property is in an area which is experiencing substantial development that has reduced open and scenic vistas available to the public; preservation of the Property is consistent with federal, state and local public conservation programs and with conservation efforts underway on adjoining or nearby properties; development of the Property would contribute to the degradation of the scenic vistas available to the public, and to wildlife habitat, resulting in a loss of tourism and commerce to the area.
  - 4) The Property is used for ranching and grazing; preservation of the Property will permit ranching and grazing activities to continue as further provided in Sections 4.5, 4.6 and 4.7, below. Such agricultural lands contribute to the pastoral character of the local landscape enjoyed by residents and visitors alike.

- 5) The Open Space Conservation Values are further detailed in the Baseline Report.
- D) The following Conservation Purpose, in accordance with Treasury Regulations §1.170A-14(d)(3) is furthered by this Easement: “To protect significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives.” This Conservation Purpose includes at least the following “**Wildlife Habitat**” Conservation Values:
- 1) The Property lies within the Slate River Potential Conservation Area designated by the Colorado Natural Heritage Program, an area recognized as having “high biodiversity significance.”
  - 2) The Property features 1.2 miles of the Slate River, and a mosaic of shrublands, wet meadows and shallow aquatic areas, grass pastures and ponds with adjudicated wildlife water resources that provide relatively natural habitat for a variety of wildlife. The Property’s habitat is “significant” as defined by U.S. Treasury Regulations at §1.170A-14(d), because it provides habitat for species considered rare, threatened, or of special concern—namely boreal toad (recognized as endangered and protected under the Colorado Nongame, Threatened or Endangered Species Conservation Act). In addition, the northern leopard frog as well as the Colorado River cutthroat trout (both of which are a Colorado State Species of Concern) have been found on the Property.
  - 3) The Property provides summer range and migration corridors for elk, mule deer, and other big game species important to the biodiversity of the region. The Property is also habitat for a variety of raptors such as the red-tailed hawk and the golden eagle, migratory songbirds such as the white crowned sparrow and the yellow warbler, waterbirds such as the great blue heron, fish such as the German brown trout, and small mammals such as the red fox and the beaver.
  - 4) The Property is adjacent to other lands that have been protected to preserve wildlife habitat, open space, and scenic vistas.
  - 5) Preservation of the Property also complements “Colorado’s Comprehensive Wildlife Conservation Strategy” (CWCS). This strategy was developed in 2006, based on the collective judgment of many Colorado scientists, who accounted for the interest of citizens concerned about Colorado wildlife conservation. The CWCS identifies the conservation of wildlife habitat as important to the state. The Property supports CWCS’s strategic directives to conserve wildlife habitat, and maintain habitat and landscape connectivity.
  - 6) The Wildlife Habitat Conservation Values are further detailed in the Baseline Report.
- E) The following Conservation Purpose, in accordance with Treasury Regulations § 1.170A-14(d)(2), is furthered by this Easement: “To preserve land for outdoor recreation by, or education of, the general public”. This Conservation Purpose includes at least the following “**Public Recreation**” Conservation Values:

- 1) The general public is permitted to use the “**Deli Trail**” which is adjacent to Highway 135, for outdoor recreation or education purposes, including bicycling, hiking and wildlife viewing, on the terms and conditions provided in Section 5.16, herein (the “**Deli Trail Public Access**”).
  - 2) The general public is permitted to float the Slate River as it enters, traverses and exits the Property, on the terms and conditions provided in Section 5.17, herein (the “**Slate River Public Access**”).
  - 3) The general public is permitted winter only, non-motorized use of the “**Nordic Trail**” on the Property, on the terms and conditions provided in Section 5.18, herein (the “**Nordic Trail Public Access**”).
- F) The Conservation Purposes of this Easement are recognized by, and the grant of this Easement will serve the following clearly delineated governmental conservation policies:
- 1) Colorado Revised Statutes §§ 38-30.5-101, *et seq.*, provides for the creation of conservation easements to maintain land “in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural ... or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity.”
  - 2) The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes §§ 33-1-101, *et seq.*, which provide that “it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors,” and that “it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state.”
  - 3) The establishment of a conservation easement on the Property is consistent with the following Sections of the Gunnison County Land Use Resolution (Amended in 2012): Section 1-103A.3., which provides in part that it is a general purpose of the Land Use Resolution of Gunnison County “to protect...the beauty of the landscape and rural character of Gunnison County....” and Section 1-103D.3., which provides the goal “to protect and preserve lands from land use activities and patterns of development that would cause significant adverse net impacts to sensitive wildlife habitat...”. The Gunnison County Comprehensive Plan (2005) for the Crested Butte/Gunnison Corridor has an overall goal statement “to preserve, sustain and enhance ranching, agriculture and open space lands within Gunnison County.” The Plan recognizes that Colorado land use policies generally facilitate “ranchette” development by making it possible to subdivide land into parcels larger than 35 acres without government review or approval, and acknowledges that “the most significant counter-weight to policies that facilitate sprawl, absent local government policy changes, is ongoing conservation easement programs.”

- 4) The establishment of a conservation easement on the Property is consistent with the Crested Butte Area Plan (2011), which places priority on agricultural operations and wildlife habitat. The Area Plan recommends that “developers should work with their neighbors to maintain historic grazing operations” and that “development in Important Wildlife Habitat Areas should be avoided because habitat survival and species survival go hand-in-hand.” The Crested Butte Land Use Plan (1996) states, “It is the goal of the Town of Crested Butte to ensure that a balance is maintained between new development and the preservation of open lands free from intensive development. Land in and around Crested Butte maintains significant value and is highly prized for development due in part to the Town’s existing character. However, uncontrolled development of land without sensitivity toward the rural and open character of the community in and around Crested Butte will detrimentally and permanently impact this community character. New development within Crested Butte must therefore ensure that it is accompanied with preservation of open lands sufficient to maintain this character.”
- G) The Crested Butte Land Trust is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and is a “qualified organization” as defined in Section 170(h)(3) of the Code, and a charitable organization as defined in C.R.S. § 38-30.5-104(2).
- H) Funding for this project has been provided in part by the Board. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grant programs and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state’s wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.
- I) The Grantor desires to protect the Conservation Values of the Property in perpetuity by creation of a conservation easement in gross under Article 30.5 of Title 38, Colorado Revised Statutes.
- J) Grantee agrees by accepting this Easement to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations.

### **AGREEMENT**

NOW, THEREFORE, for reasons given, and in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the state of Colorado, and in particular C.R.S. §§ 38-30.5-101, *et seq.*, Grantor hereby voluntarily grants and conveys to the Grantee, its successors and assigns a Conservation Easement in perpetuity, consisting of the rights and restrictions enumerated herein, over and across the

Property (the “**Easement**” or the “**Deed**”), exclusively for the purpose of conserving and forever maintaining the Property so as to preserve the open space and wildlife habitat of the Property.

1. Purpose. The purpose of this Easement is to ensure that the Conservation Values are preserved and protected in perpetuity (“**Purpose**”). This Purpose is in accordance with §170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. To effectuate the Purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Conservation Values and to prevent any use of the Property that will substantially diminish or impair the Conservation Values. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property, other than the preservation and protection of the Conservation Values.
2. Baseline Documentation Report. The Parties acknowledge that a written report dated November 28, 2022, has been prepared by Dawn Reeder of Rare Earth Science, LLC and reviewed and approved by the Parties, which documents the Property’s condition as of the conveyance date of this Easement (the “**Baseline Report**”). A copy of the Baseline Report shall be kept on file with both Parties and by this reference made a part hereof. The Parties acknowledge that the Baseline Report is intended to establish the condition of the Property as of the conveyance date of this Easement, and both Parties have acknowledged the same in a signed statement, a copy of which is attached hereto as **Exhibit D**. The Parties further agree that the existence of the Baseline Report shall in no way limit the Parties’ ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the conveyance date of this Easement.
3. Rights to the Grantee. To accomplish the Purpose of this Easement, in addition to the rights described in C.R.S. §§ 38-30.5-101, *et seq.*, as amended from time to time, the following rights are granted to Grantee:
  - 3.1 To preserve and protect the Conservation Values of the Property;
  - 3.2 To enter upon the Property at reasonable times by way of public roads, in order to monitor compliance with and otherwise enforce the terms of this Easement;
  - 3.3 To prevent any activity on or use of the Property that is inconsistent with the Purposes of this Easement, or which may be reasonably expected to have material adverse impact on the Conservation Values of the Property, and to require the restoration of such areas or features of the Property that are materially damaged by any inconsistent activity or use; and
  - 3.4 Upon approval of the Grantor, to place and maintain on the Property a sign or signs indicating that a conservation easement encumbering the Property is held by the Grantee.
4. Reserved Rights. Grantor reserves to Grantor, and to Grantor’s successors and assigns, all rights accruing from Grantor’s ownership of the Property, including the right to

engage in or permit or invite others to engage in all uses of the Property that are not prohibited or restricted herein and that do not substantially diminish or impair the Conservation Values.

4.1 Building Areas. The Parties have designated two building areas (“**Building Areas**”) on the Property, those being the two (2) acre residential building area (“**Residential Building Area**”), and the one (1) acre barn building area (“**Barn Building Area**”), both described and depicted on the attached **Exhibit B-1**.

4.1.1 Definitions. The construction, placement, replacement, enlargement, maintenance and repair of residential and nonresidential structures, whether temporary or permanent, is permitted, pursuant to the limitations set forth herein. For purposes of this Deed, “**Residential Improvements**” are defined as covered structures containing habitable space, including houses, cabins, guest houses, mobile homes, tiny homes and any space attached to a house, cabin or guest house such as a garage, and any other structures intended for full or part-time human habitation. For purposes of this Deed, “**Nonresidential Improvements**” are defined as covered structures and not intended for human habitation and include, but are not limited to, barns, pole barns, sheds, arenas, greenhouses, season extenders/hoop houses, and free-standing garages. For purposes of this Deed, “**Agricultural Improvements**” are defined as Nonresidential Improvements that are used specifically for agricultural purposes.

4.1.2 Existing Structures.

4.1.2.1 Residential Building Area. The Residential Building Area contains an existing house with attached garage (“**Main Residence**”) approximately 4,987 square feet in size, and a pump shelter near Pond 3.

4.1.2.2 Barn Building Area. The Barn Building Area contains an existing detached barn (“**Barn**”) with a footprint of approximately 1,728 square feet. The Barn is a Nonresidential Improvement and shall not be used for human habitation.

4.1.3 Residential Building Area Limitations. Grantor may construct, place, replace or enlarge improvements within the Residential Building Area subject to the following limitations:

4.1.3.1 The maximum number of Residential Improvements shall not exceed the one (1) Main Residence, and one (1) accessory dwelling in an attached or detached garage/dwelling structure, for a total of two (2) Residential Improvements.

4.1.3.2 There is an existing pump shelter near Pond 3. Any other Non-Residential Improvement or Agricultural Improvement placed in

the Residential Building Area shall be subject to the Gunnison County Land Use Resolution, as may be amended.

- 4.1.4 Barn Building Area Limitations. Residential structures are prohibited, and no human habitation is allowed, in the Barn Building Area. Grantor may construct, place, or replace and enlarge the footprint of the Barn by not more than fifty percent (50%) within the Barn Building Area and install a septic system for one sink and one toilet in a bathroom. The following uncovered fenced enclosures with no roof or solid walls are permitted in the Barn Building Area: horse stalls, horse runs or corrals and an uncovered riding arena, may be located within the Barn Building Area.
- 4.1.5 Agricultural Improvements Outside of Building Areas. Grantor may construct within each fenced pasture on the Property one (1) loafing shed or similar structure providing weather protection for grazing livestock outside of the Building Areas, not to exceed 300 square feet in size, with Grantee's approval of the location as provided in Section 18. No road shall be constructed to any such loafing shed. No other structures are allowed outside of the Building Areas.
- 4.1.6 No Improvements Outside of Building Areas. No Residential Improvements, Nonresidential Improvements or Agricultural Improvements are permitted on the Property, except as provided in Sections 4.1.3, 4.1.4 and 4.1.5 above.
- 4.1.7 Notification of Grantee. Prior to any construction or reconstruction of structures permitted within the Building Areas the Grantor shall notify the Grantee so it may update its records.
- 4.2 Height of Structures. No structure shall exceed thirty-five (35) feet in height, as measured from the lowest point where the natural grade meets the foundation to the highest point of the roof of such structure.
- 4.3 Roads and Road Construction. The Building Areas are accessed by a driveway from Slate River Drive ("**Driveway**") in the location shown on the attached **Exhibit B**. In addition, the Property is accessed by a road from Meadow Lane to the Barn Building Area ("**Meadow Lane Access**") in the location shown on the attached **Exhibit B**. There is also a drivable path on the Property across the culvert to the Slate River ("**Slate River Access**") in the location shown on the attached **Exhibit B**. No other roads are permitted on the Property. In the event either of the access roads becomes impossible to use, Grantor may relocate such access road with Grantee's consent, provided that the relocated access road shall not substantially adversely impact the Conservation Values of the Property. No other roads are permitted on the Property.

- 4.4 Underground Utilities. Grantor may grant easements for and may install, construct and maintain underground utilities to serve the permitted structures within the Building Areas.
- 4.5 Agricultural and Other Activities including Special Events. It is the intention of the Parties to preserve the ability of the Property to be agriculturally productive, as well as to preserve the open space character and scenic qualities of the Property. The Property shall not be used for industrial activities, or for commercial activities other than ranching, farming, and other agricultural activities. As the Property has been used in past years for special events such as weddings and fundraisers that involve one or more large tents to be installed temporarily on the Property, Grantor and Grantee intend to restrict the frequency and scope of these large special events by the following limitations: The Property shall not be used for more than four (4) private, non-commercial special events per year (each, a “**Special Event**”). A Special Event tent and related equipment must be installed, used and removed within a maximum twelve (12) day time period. No more than one (1) Special Event may be held per month. Any damage to the surface of the Property caused to the site where a Special Event occurs must be returned to its prior condition as much and as soon as possible. A Special Event tent may only be installed in the front pasture of the Property that is directly east of Highway 135 in the location shown on Exhibit B, or within one of the Building Areas. No Special Event parking for attendees is allowed on the Property, except for vendors and staff working the Special Event. No Special Event shall be of a size, duration or character that would require a permit or land-use change from Gunnison County. A Special Event must not impair the Conservation Values of the Property. Small social and family gatherings and small community events held within the Building Areas that do not involve large tents shall not be defined as a Special Event under this paragraph and are permitted.
- 4.6 Agricultural Practices. The Grantor may utilize normal or acceptable practices required for agricultural production in the area, including the use of pesticides, herbicides and agricultural sprays and fertilizers considered appropriate for raising quality crops, provided such use is in accordance with applicable laws and regulations and the manufacturer’s specifications and limitations for such use.
- 4.7 Grazing. Grantor may graze livestock on the Property provided that at all times Grantor shall utilize good grazing and range management practices that prevent pasture deterioration and over-grazing and which protect the Conservation Values of the Property. In the event the Grantee determines that the range is deteriorating, that overgrazing is occurring, or that the Conservation Values of the Property are not being protected, the Grantor and the Grantee shall promptly enter into an Agricultural Management Plan for the Property with the Natural Resources Conservation Service (“**NRCS**”) or other resource management agency or consultant mutually agreed upon by Grantor and Grantee. Thereafter, grazing and other agricultural activities on the Property shall be conducted only in

accordance with the Agricultural Management Plan until Grantor and Grantee mutually agree to modify or terminate such plan.

5. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited or are restricted as set forth below:
  - 5.1 Development Rights. To fulfill the Purpose of this Easement, Grantor hereby conveys to Grantee all development rights deriving from, based upon or attributable to the Property in any way (“**Grantee’s Development Rights**”), except those expressly reserved by Grantor herein, and the Parties agree that Grantee’s Development Rights shall be held by Grantee in perpetuity in order to fulfill the Purpose of this Easement, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.
  - 5.2 Subdivision. The Parties agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single parcel (which may be combined with contiguous properties), and the Property shall regardless be subject to the provisions of this Deed at all times. Ownership of the Property by joint tenancy or tenancy in common is permitted; provided, however, that Grantor shall not undertake any legal proceeding to partition in kind, subdivide or divide in any manner such undivided interests in the single parcel.
  - 5.3 Commercial and Industrial Activities. The Property shall not be used for industrial or commercial activities other than farming, ranching, and other agricultural use, home occupations or similar enterprises conducted by and in the home of a person residing on the Property, and use of the Trail and Nordic Trail by guides, outfitters, or the general public. The foregoing descriptions of allowed commercial uses notwithstanding, commercial feedlots and other intensive growth livestock farms, such as dairy, swine, or poultry farms, are inconsistent with the Purpose of this Easement and are prohibited. For purposes of this Easement, “commercial feedlot” is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the commercial business of the reception and feeding of livestock.
  - 5.4 Buildings or Other Structures. No buildings or structures (permanent or temporary) shall be erected or placed on the Property, except the Residential Improvements and Nonresidential Improvements permitted above in Section 4.1, or temporary tents or awnings for Special Events in the Building Areas.

- 5.5 Recreational and Commercial Improvements. Grantor shall not construct or place any new recreational improvements on the Property, including but not limited to athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges. Grantor shall not construct or place any new commercial improvement on the Property.
- 5.6 Roads and Road Construction. Except as provided in Section 4.3, no roads are permitted on the Property.
- 5.7 Paving. No portion of the Property, except the Driveway, the Meadow Lane Access (including any relocation that is approved by Grantee, as provided in Section 4.3), and within the Building Area, shall be paved or otherwise covered with concrete, asphalt, or other paving materials.
- 5.8 Signs and Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate signage to alert the public to any public access (including the Trail Access Easement and the Nordic Trail Easement), status of the property for low-impact recreational uses, or interpretive educational signage. Any such signs shall be located and designed in a manner consistent with the Purpose. Grantee shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Board, identifying the Board's Grant and investment in this Property to the public.
- 5.9 No Mining. At the time of granting of this Easement, a portion of the Property is subject to a reservation of minerals, as described in the Quitclaim Deed recorded on March 1, 1956, in Book 293 at Page 460, as Reception No. 230018, Gunnison County, Colorado ("**Mineral Reservation**"). Except to the extent allowed in the Mineral Reservation, the drilling, exploration by geophysical and other methods, mining, extraction and operating for and producing from the Property, including the construction of any and all roads, pipelines, structures, equipment, tanks, storage facilities, ponds, evaporation pools or pits, utility lines, of any kind or description, and including all activities described as "oil and gas operations" in C.R.S. § 34-60-103, as amended (collectively referred to as "**mining**"), of soil, sand, gravel, rock, stone, decorative stone, oil, natural gas, coalbed methane (including any and all substances produced in association therewith from coalbearing formations), hydrocarbon, fuel, or any other mineral substance, of any kind or description (collectively referred to as "**minerals**"), is prohibited on the Property.
- 5.10 Trash. The dumping or uncontained accumulation of trash or refuse on the Property is prohibited; provided, however, that normal accumulation of equipment and debris from ranching operations, including the historical "burn pile", is permitted as part of the ordinary agricultural operation of the Property, provided that such activity is not inconsistent with the preservation and protection of the Conservation Values of the Property, and is confined to the existing locations, as described in the Baseline Report.

- 5.11 Hazardous Materials. The storage, dumping or other disposal of “**Hazardous or Toxic Materials**” or of non-compostable refuse on the Property is prohibited. For the purpose of this Easement “Hazardous or Toxic Materials” shall be taken in its broadest legal context and shall include any petroleum products as defined in ASTM Standard E 1527-05 and any hazardous or toxic substance, material or waste that is regulated under any federal, state or local law. Notwithstanding anything in this Easement to the contrary, the prohibitions in this Easement do not make or allow the Grantee to become an owner or operator of the Property, nor does it permit the Grantee to exercise physical or managerial control over the day-to-day operations of the Grantor or control any use of the Property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, that the Grantee may bring an action to protect the Conservation Values of the Property, as described in this Easement. (The prohibitions in this Easement do not impose liability on the Grantee for Hazardous or Toxic Materials, nor shall the Grantee be construed as having liability as a “responsible party” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) as amended, or similar federal or state statutes.) Nothing in this Section shall prohibit the use of agricultural chemicals and products in accordance with applicable laws and manufacturer’s instructions.
- 5.12 Fencing. Grantor may repair or replace existing fences, and new fences may be built and maintained for purposes of reasonable and customary management of livestock and wildlife, and for separation of ownership and uses provided that the fencing is consistent with the preservation of the Conservation Values of the Property, and, except within the Building Areas or around crop storage areas, is constructed to allow the movement of wildlife through and across the Property in accordance with the standards of Colorado Parks and Wildlife in effect at the time of construction of such fencing.
- 5.13 Motorized Vehicles. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. The use of motorized vehicles on the Property shall be restricted to the Driveway and Building Area, and as reasonably necessary for land management, agricultural, and maintenance activities permitted hereunder, for the removal of trees as permitted by Section 5.14, below, and use of snowmobiles or snow-cats for grooming of the Nordic Trail and vehicles necessary for maintenance of the Deli Trail. There shall be no off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles; however, this restriction shall not prohibit the use of snowmobiles by Grantor and their guests when the ground is covered with snow, provided such use is not inconsistent with the preservation and protection of the Conservation Values of the Property.
- 5.14 Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Trees may also be cut for the construction of agricultural structures such as barns and fences on the Property. In addition, trees and willows may be cut and

controlled to the extent that they are reducing the amount of acreage available for agricultural purposes as of the date of this Easement as described in the Baseline Report. Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the Property is prohibited. Any cutting of trees shall be accomplished in a manner which does not substantially diminish or impair the Conservation Values of the Property.

- 5.15 Hunting and Fishing. Grantor (but not Grantee) may permit hunting and fishing on the Property in accordance with applicable laws and regulations, and provided such activity does not substantially diminish or impair the Conservation Values.
- 5.16 Deli Trail Public Access. The Deli Trail may be used by the general public for non-motorized outdoor recreation and wildlife viewing (“**Deli Trail Public Access**”) without charge by Grantor, subject to reasonable rules and restrictions of the Grantee, including without limitation closure prior to and during construction and maintenance of the Deli Trail, for safety and liability reasons, during times of emergency, and for revegetation or restoration. The public shall have the right of access only on the Deli Trail and shall have no right of access on or across any portion of Grantor’s Property adjacent to the Deli Trail Public Access. The statutory and common law rules of trespass shall apply for any member of the public who enters Grantor’s Property, other than on the Deli Trail (and floating on the Slate River Public Access as described in Section 5.17, and use of the Nordic Trail, as described in Section 5.18), and nothing in this Easement shall be construed to limit Grantor’s right to bring trespass actions against individuals who do so. Nothing in this paragraph shall be deemed to alter protections provided to Grantor and Grantee under C.R.S §§33-41-101, *et seq.*, or any substitute legislation.
- 5.17 Slate River Public Access. Grantor acknowledges that the general public may float the Slate River as it traverses the Property (“**Slate River Public Access**”) without charge by Grantor, however, access to the Property from the Slate River is prohibited. During the times of year when water levels allow floating the Slate River through the Property, Grantor shall not fence across the Slate River in a manner that impedes the general public floating the Slate River as it enters, traverses, and exits the Property. Grantor may use “boater friendly fencing” across the Slate River to keep livestock on the Property. The statutory and common law rules of trespass shall apply for any member of the public who enters Grantor’s Property, other than floating on the Slate River Public Access (and use of the Nordic Trail Easement, and use of the Deli Trail as described in Section 5.16, and use of the Nordic Trail as described in Section 5.18), and nothing in this Easement shall be construed to limit Grantor’s right to bring trespass actions against individuals who do so. Nothing in this paragraph shall be deemed to alter protections provided to Grantor and Grantee under C.R.S §§33-41-101, *et seq.*, or any substitute legislation.
- 5.18 Nordic Trail Public Access. The general public is permitted winter-only, non-motorized use of the Nordic Trail as it traverses the Property, as the course of the trail is set and adjusted each winter season by the Crested Butte Nordic Council, a

Colorado non-profit corporation, or its successor (“**Nordic Council**”) without charge by Grantor, subject to reasonable rules and restrictions of the Nordic Council and/or the Grantee, including, without limitation, closure prior to and during setting and maintenance of the Nordic Trail, for safety and liability reasons, during times of emergency, and for revegetation or restoration (“**Nordic Trail Public Access**”). The statutory and common law rules of trespass shall apply for any member of the public who enters Grantor’s Property, other than on the Nordic Trail (and use of the Deli Trail, as described in Section 5.16, and floating on the Slate River Public Access as described in Section 5.17), and nothing in this Easement shall be construed to limit Grantor’s right to bring trespass actions against individuals who do so. Nothing in this paragraph shall be deemed to alter protections provided to Grantor and Grantee under C.R.S §§33-41-101, *et seq.*, or any substitute legislation.

5.19 Other Public Access. Other than the Deli Trail Public Access, the Slate River Public Access, and the Nordic Trail Public Access, described above, nothing contained in this Deed shall be construed as affording the public access to any other portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as Grantor deems appropriate, provided that such access is consistent with the Purpose.

5.20 Protection from Liability for Recreational Access. Grantor and Grantee shall have protection from liability to the fullest extent allowed by law, for recreational access allowed to the Property free of charge. Nothing in this Easement shall be deemed to alter protections provided to Grantor and Grantee under C.R.S §§33-41-101 *et seq.*, or any substitute or additional legislation.

6. Water Rights. The Parties agree that it is appropriate to encumber certain water rights beneficially used on the Property with this Deed pursuant to C.R.S. § 38-30.5-102, including all of Grantor’s right, title, and interest in and to the water and water rights described in Exhibit C, together with all associated canals, ditches, laterals, headgates, springs, wells, ponds, reservoirs, water shares and stock certificates, water allotments, contracts, units, permits, easements and rights of way, and irrigation equipment affixed to the Property (collectively, the “**Water Rights**”). Grantor’s right to construct a third pond on the Property (“Schutt Pond No. 1”) in accordance with the water decree described in Exhibit C, paragraph 3, shall not be restricted or prohibited by this Deed.

6.1 Permitted Water Uses. The Parties agree that the Water Rights will be used according to their decreed terms. The Parties further agree that the Water Rights are dedicated and restricted exclusively for conservation purposes, including but not limited to the Conservation Values of the Property, agricultural, wildlife habitat, horticultural, wetlands, recreational, forest, or other uses consistent with the protection and restoration of open land, environmental quality, or life-sustaining ecological diversity (the “**Permitted Water Uses**”). The Permitted Water Uses specifically include:

6.1.1 Historical Use. The Parties agree that Grantor shall have the paramount right to use and enjoy the Water Rights on the Property consistent with recent historical practices, including continued irrigation or other

historical use of the Water Rights. In the event that Grantor can no longer use the Water Rights in accordance with recent historical practices, the Water Rights shall be used for other Permitted Water Uses;

6.1.2 Instream Flow Use. The Parties agree that Grantor may enter into temporary legally enforceable water leases, contracts, emergency water loans, or similar agreements for conservation purposes, not to exceed three consecutive years or five out of every ten years, to increase instream flows and/or water levels in streams, rivers, lakes, and reservoirs to preserve or improve the natural environment of such water body(s), provided that: (1) Grantee has given its prior written consent to such arrangements; (2) that such use, in the opinion of Grantee, would not jeopardize the long-term Conservation Values of the Property; (3) that such arrangements do not permanently separate the Water Rights from the Property; (4) that such arrangements comply with current law; and (5) that Grantee has provided written notice to the Board.

6.1.3 Restoration/Enhancement Use. Grantor may propose projects on the Property, including the riverbed of the Property, that prevent the degradation of, restore, and/or enhance and improve the quality of the watershed, wildlife habitat, and ecological health of the Property. These may include a change of Water Rights pursuant to C.R.S. § 37-92-302 or any successor statute (a “**Change**”) or water infrastructure construction. Such Change or construction shall be undertaken only after creation of a site-specific plan for restoration/enhancement, which has been submitted to and approved by Grantee.

Grantor shall have the right to install, construct, maintain, repair, and, if destroyed, reconstruct any facilities related to the Water Rights (such as gauges, ditches, wells, reservoirs, recharge ponds, etc.), unless the Conservation Values of the Property would be unreasonably damaged thereby, as determined by Grantee in its reasonable discretion.

6.2 Restrictions on Water Rights. Except as permitted by Section 6.3, the Parties agree that Grantor may not: (i) Change the Water Rights to or use the Water Rights for municipal, industrial, commercial, or any other new uses; (ii) Change the Water Rights for use other than on the Property; (iii) sell or lease the Water Rights, or encumber them separately from the Property or otherwise legally separate them from the Property; or (iv) have the points of diversion, or the type or the place of use within or without the Property, changed except after Grantor’s receipt of written determination by Grantee that such changes are consistent with the Permitted Water Uses or will not materially impair the Conservation Values of the Property. Grantor shall not, without the prior written approval from Grantee, which approval shall not be unreasonably withheld, construct, or permit others to construct, any new diversion, storage, or other water structures upon the Property;

develop any conditional water rights for use on the Property; or otherwise undertake any new development of water resources for use on the Property.

6.3 Change of Conditions. Grantor expressly waives any claim to use, change or transfer all or any part of the Water Rights other than as provided in this Deed, regardless of any future change in circumstances, change in values, or other reasons, based on any theory of reasonable accommodation or other theory that would release any or all of the Water Rights from the provisions of this Deed without Grantee's and the Board's express written consent, which can be granted, withheld, or conditioned by each in its sole discretion.

6.4 Protection of Water Rights. In order to preserve and protect the Conservation Values of the Property, Grantor shall not knowingly abandon or allow the abandonment of any of the Water Rights. Upon Grantee's request, Grantor shall report to Grantee the nature and extent of use of the Water Rights during the prior year, which report need not be in writing, and shall provide to Grantee copies of any reports Grantor submitted to the State or Division Engineer or Water Commissioner. Grantor shall provide Grantee a copy of any written notice received by Grantor from any state water official concerning the use, or possible abandonment, of the Water Rights.

If the Water Rights appear on the decennial abandonment list as provided by C.R.S. § 37-92-401 or any successor statute, or Grantee determines that the Water Rights are otherwise subject to a threat of abandonment, Grantee shall give Grantor written notice of such abandonment or threat of abandonment and shall meet with Grantor to discuss the matter. If, and only if, Grantor fails to cure the threat of abandonment within 90 days of receiving such notice from Grantee, Grantee shall, in addition to any other remedies available to Grantee under this Deed or law, have the right to (1) enter the Property and undertake any and all actions reasonably necessary to continue the historical use of the Water Rights, if desired by Grantee; and (2) seek removal of the Water Rights from the decennial abandonment list. If the Water Rights remain subject to abandonment, Grantee may, after consultation with Grantor, seek to Change the Water Rights to another Permitted Water Use. Grantor agrees to cooperate in any manner necessary to accomplish such changes and authorizes and appoints Grantee as its agent and attorney-in-fact to file for and obtain any administrative or judicial approvals required to effectuate such changes.

6.5 Recording Encumbrance on Stock Certificates. If the Water Rights include any shares in ditch or reservoir companies, Grantor shall promptly submit the related stock certificate(s) to the appropriate ditch or reservoir company for inclusion of the following notation thereon: "These shares are subject to the terms and restrictions set forth in the Deed of Conservation Easement from \_\_\_\_\_ to \_\_\_\_\_ recorded in the Real Property Records of \_\_\_\_\_ County, Colorado, on \_\_\_\_\_, 20\_\_ at Reception No. \_\_\_\_\_." Grantor shall promptly provide a copy of the reissued stock certificate(s) to Grantee and the Board.

7. Management Plan. To facilitate periodic communication between Grantor and Grantee about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a “**Management Plan**” jointly prepared and agreed upon by Grantor and Grantee within one year of the Effective Date. Grantee shall provide the Management Plan to the Board. The Parties shall review the Management Plan at least every five years and update it if either Party determines an update is necessary.
  
8. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, the Board or Gunnison County, or in any way affect any existing obligations of Grantor as owner of the Property. Among other things, this shall apply to:
  - 8.1 Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property, including any taxes imposed upon, or incurred as a result of, this Easement. If the Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall promptly reimburse Grantee for the same.
  
  - 8.2 Upkeep and Maintenance. The Grantor shall continue to be solely responsible for, and Grantee, the Board and Gunnison County shall have no obligation for the upkeep and maintenance of the Property, including trash removal, and weed control and eradication to the extent it may be required by law, and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property.
  
  - 8.3 Insurance; Mortgages. The Grantor shall be responsible for the maintenance of reasonable comprehensive general liability insurance coverage on the Property. Grantor shall name the Grantee as an additional insured on such comprehensive general liability insurance coverage and shall provide a certificate of such insurance to the Grantee upon the request of the Grantee. Any mortgage or deed of trust which encumbers all or a portion of the Property shall be subordinate to the terms of this Easement and the foreclosure of any such mortgage or deed of trust shall not adversely affect the existence or continuing validity of this Easement.
  
9. Enforcement.
  - 9.1 The Grantee shall have the right to prevent and correct violations of the terms of this Easement. If, after investigation, the Grantee finds what it believes is an unresolved violation by Grantor, Grantee shall immediately notify Grantor, the Board and Gunnison County, and may, at its discretion, take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee will give Grantor sixty (60) days written notice to correct the violation before filing any legal action and before Grantee files any legal action, the Parties shall first pursue resolution of the dispute through the mediation process (“**Mediation Process**”) described in this paragraph. For purposes of this Easement the Mediation Process

is as follows: (a) Upon written notice from Grantor to Grantee of a potential violation of the Easement, both Parties agree to meet as soon as possible to resolve this difference; (b) If a resolution of this difference cannot be achieved at the meeting, the Parties agree promptly to meet with a mutually acceptable mediator to attempt to resolve the dispute as early in the sixty (60) day period as possible; (c) Grantor shall discontinue any activity or omission which could increase or expand the alleged violation during the mediation process; and (d) Should mediation fail to resolve the dispute, the Grantee may, in its sole discretion, take appropriate legal action. The Board and Gunnison County shall in no event be required to participate in any arbitration, mediation or other dispute resolution process.

- 9.2 If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantor to restore the Property to its condition prior to the violation, or to endeavor to fulfill its responsibilities hereunder, whichever may be applicable. In any case where a court finds that a violation by Grantor has occurred, the Grantor shall reimburse the Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. These rights are in addition to any rights as described in C.R.S. §§ 38-30.50-101, *et seq.*, as amended from time to time. The failure of Grantee to take immediate action shall not bar Grantee from doing so at a later time.
- 9.3 Enforcement of the terms of this Easement against Grantor shall be at the sole discretion of the Grantee. Any forbearance by the Grantee to exercise its rights under this Easement shall not be deemed or construed as a waiver by the Grantee of any term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by the Grantee or Grantor in the exercise of any right or remedy upon any breach by the Grantor or Grantee shall impair such right or remedy or be construed as a waiver. Grantor and Grantee hereby waive any defense against the other of laches, estoppel, or prescription, including the one year statute of limitations for commencing an action to compel the removal of any building or improvement because of the violation of the same under C.R.S. §§ 38-41-119, *et seq.*
- 9.4 If the Grantee prevails in any action to enforce or defend the terms of this Easement, any costs incurred by the Grantee in enforcing the terms of this Easement against Grantor, including costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If the court finds no violation or if Grantor prevails in any action to enforce or defend the terms of this Easement, then Grantor and the Grantee shall each bear their own expenses and attorney fees, unless the court determines that the actions of the Grantee were groundless and frivolous, in which event the Grantee shall be responsible for costs and fees in the amount determined by the court. The Grantor and the Grantee agree that this allocation of expenses is appropriate in light of the potential disparate financial

incentives of the Grantor and the Grantee and the Grantee's public benefit mission.

10. Acts beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury or change to the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or safety of persons resulting from such natural events. For purposes of this Easement, "natural event" shall not include acts of third parties. The Grantor shall be responsible for preventing activities by invited or licensed third parties (but not trespassers) on the Property that violate the terms of this Easement. Grantor understands that nothing in this Easement relieves the Grantor of any obligation or restriction on the use of the Property imposed by law.
  
11. Assignment of Easement.
  - 11.1 This Deed is transferable, but Grantee may assign its rights and obligations under this Deed only to an organization that:
    - 11.1.1 is a qualified organization at the time of transfer under I.R.C. Section 170(h) as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder;
    - 11.1.2 is authorized to acquire and hold conservation easements under Colorado law;
    - 11.1.3 agrees in writing to assume the responsibilities imposed on Grantee by this Deed; and
    - 11.1.4 is approved in writing as a transferee by the Board and by Gunnison County, each in its sole and absolute discretion. Grantee shall provide the Board and Gunnison County with a written request to assign the Deed at least 45 days prior to the date proposed for the assignment transaction.
  - 11.2 The Board, or Gunnison County, shall have the right to require Grantee to assign its rights and obligations under this Deed to a different organization if Grantee ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Deed; or is unwilling or unable to effectively monitor the Property for compliance with this Deed at least once every calendar year. Prior to any assignment under this Section 11, the Board and Gunnison County shall consult with Grantee and provide Grantee an opportunity to address the Board's and Gunnison County's concerns. If the Board's and Gunnison County's concerns are not addressed to the satisfaction of the Board and Gunnison County, the Board and Gunnison County may jointly require that Grantee assign this Deed to an organization designated by the Board and Gunnison County that complies with Section 11.1 above.

- 11.3 If Grantee desires to transfer this Deed to a qualified organization having similar purposes as Grantee, but the Board or Gunnison County has refused to approve the transfer, Grantee may seek an order by a court with jurisdiction to transfer this Deed to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed, provided that the Board and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.
- 11.4 Upon compliance with the applicable portions of this Section 11, the Parties shall record an instrument completing the assignment in the property records of the county or counties in which the Property is located and provide a copy of the recorded assignment to the Board. Assignment of the Deed shall not be construed as affecting the Deed's perpetual duration and shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances.
12. Transfer of Property. Any time the Property itself or any interest in it is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing, via email or via telephone at least forty-five (45) days prior to the transfer of the Property. The document of conveyance shall expressly refer to this Easement. Upon any transfer of the Property, or any portion thereof, Grantor shall have no further liability or obligations under this Easement with respect to the portion of the Property which is transferred, except to the extent such liability arises from acts or omissions occurring prior to the date of transfer. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Deed or limit its enforceability in any way.
13. Amendment of Easement. If circumstances arise under which an amendment to or modification of this Deed or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Deed so long as the amendment (i) is consistent with the Conservation Values and Purpose of this Deed, (ii) does not affect the perpetual duration of the restrictions contained in this Deed, (iii) does not affect the qualifications of this Deed under any applicable laws, (iv) complies with Grantee's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time), (v) receives the Board's prior written approval, and (vi) receives Gunnison County's prior written approval. Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of Gunnison County, Colorado. A copy of the recorded amendment shall be provided to the Board and to Gunnison County. Amendment of the Deed shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances. In order to preserve the Deed's priority, the Board or Gunnison County may require that Grantee obtain subordinations of any liens, mortgages, easements, or other encumbrances, and the Board may require a new title policy. For the purposes of the Board's and Gunnison County's approval under item (v) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Deed. Nothing in this Section 13 shall be construed as requiring Grantee, the Board or Gunnison County to agree to any particular proposed amendment.
14. Hold Harmless. Grantor shall hold harmless, indemnify, and defend the Grantee, the Board, and Gunnison County, and their members, managers, directors, officers,

employees, agents, and contractors and their heirs, personal representatives, successors and assigns (collectively, “**Indemnified Parties**”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney’s fees, arising from or in any way connected with (a) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the negligence of the Indemnified Parties; (b) the obligations of Grantor specified herein; and (3) the presence or release of Hazardous or Toxic Materials on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, the Board or Gunnison County, nor shall Grantee, the Board or Gunnison County, have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

15. Termination of Easement.

15.1 Real Property Interest. This Easement constitutes a real property interest immediately vested in the Grantee. The Parties stipulate that, based on a qualified appraisal, this conservation easement interest (which includes the value of Grantee’s Development Rights) has a fair market value equal to forty-five percent (45%) of the full unencumbered fair market value of the Property (the “**Easement Value Ratio**”). Should the Easement be taken for the public use or otherwise terminated according to Section 15.2 below, Grantee, the Board and Gunnison County, shall be entitled to compensation for its interest in the Easement that is terminated, The Easement Value Ratio shall be used to determine the Grantee’s compensation according to the following Section 15.2.

15.2 Condemnation or Other Extinguishment. If this Deed is taken, in whole or in part, by exercise of the power of eminent domain (“**Condemnation**”), or if circumstances arise in the future that render the Purpose impossible to accomplish, this Deed can only be terminated, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each Party shall promptly notify the other Party, the Board and Gunnison County in writing when it first learns of such circumstances. Grantee shall be entitled to full compensation for its interest in any portion of this Deed that is terminated as a result of Condemnation or other proceedings. Grantee’s proceeds shall be an amount at least equal to the Easement Value Ratio multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Deed as a result of Condemnation or termination. Grantor shall not voluntarily accept proceeds equal to less than the full fair market value of the affected Property unrestricted by this Deed without the approval of Grantee, the Board and Gunnison County. The Board shall be entitled to receive two and 14/100s percent (2.14%) of Grantee’s share of the proceeds, and Gunnison County shall be entitled to receive four and 12/100s percent (4.12%).

Upon Grantee's receipt of its share of the proceeds, Grantee shall promptly remit to the Board, and to Gunnison County, their respective share of these proceeds. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Deed as provided in Treasury Regulation § 1.170A-14(g)(6). Grantee's remedies described in this Section 15 shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. § 38-30.5-108.

- 15.3 Change of Circumstances. In making this grant the Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of the Grantor, the Grantee, the Board and Gunnison County, that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for termination of this Easement in whole or in part.
16. Interpretation. This Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purposes and protection of the Conservation Values.
17. Perpetual Duration. The easement created by this Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interest may appear.
18. Approvals. If approval of the Grantee is required, the Grantor must give notice to the Grantee of the intention to undertake any activity which requires approval but is otherwise permitted herein. The notice shall inform the Grantee of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information and must be deemed sufficient by the Grantee in its discretion for review of the proposed activity to constitute proper notice. Grantee shall approve or deny Grantor's written request, or notify Grantor of a delay in Grantee's decision, in writing within forty-five (45) calendar days of receipt of Grantor's written request. Grantee shall only approve acts or uses consistent with the Purpose. Where the Grantee's approval is required, Grantor shall not undertake the requested activity until Grantor has received the Grantee's approval in writing. The Grantor shall be responsible for all costs of the Grantee associated with the review of any proposed approval under this Section and any discretionary approval of Grantee under this Easement, including the costs for surveys, biological studies, appraisals, staff costs and overhead, unless the Parties agree otherwise in writing in advance for any particular approval.

19. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered to or sent by Federal Express or other similar courier service specifying the earliest available delivery, or by certified mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless otherwise notified:

Grantor:

At the address shown above

Grantee:

Executive Director  
Crested Butte Land Trust  
P.O. Box 2224  
Crested Butte, CO 81224

To the Board:  
Executive Director  
State Board of the Great Outdoors Colorado Trust Fund  
1900 Grant St., Suite 725  
Denver, CO 80203

To Gunnison County:  
Board of County Commissioners  
200 E. Virginia Ave.  
Gunnison, CO 81230

or to such other address as either Party or the Board from time to time shall designate by written notice to the other.

20. Grantor's Title Warranty; Access. The Grantor warrants that it has good and sufficient title and legal and physical access to the Property, that the Grantee has access to the Property for the Purposes described in this Easement, that any future mortgages, deeds of trust or monetary liens, encumbering the Property will be subordinate to the terms of this Easement, and hereby promises to defend the same against all claims from any persons claiming by, through or under the Grantor. Grantor hereby acknowledges the right of Grantee (as an invitee of Grantor) to access the Property for the Purposes described herein across any easements, rights of way or routes of access of any kind or description used to access the Property, now owned or later acquired by the Grantor, and to ensure that at all times the Grantee has full right of access to the Property for the Purposes described in this Easement. The Parties intend that this Easement encumber the Property, including any and all soil, sand, gravel, oil, natural gas, fuel, rock, stone or any other mineral substance of any type or character on or thereunder, whether any such interest is now owned or is later acquired by the Grantor.

21. Grantor's Environmental Warranty. The Grantor warrants that it has no knowledge of a release or threatened release of Hazardous or Toxic Materials on the Property and

promises to defend and indemnify the Grantee, and the successors and assigns of each, against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

22. Grantor's Other Warranties; Authority of Grantor. Grantor is duly authorized, and has taken all necessary actions to execute this Easement and this Easement is enforceable against Grantor in accordance with its terms. Grantor is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property or this Easement.
23. Acceptance. As attested by the signature of its President affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.
24. Recording. The Grantee shall record this instrument in timely fashion in the official records of Gunnison County, Colorado, and may re-record it at any time as may be required to preserve its rights in this Easement.
25. General Provisions.
  - 25.1 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the state of Colorado. Venue for any dispute concerning this Easement shall be the District Court of Gunnison County, Colorado.
  - 25.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of C.R.S. §§ 38-30.5-101, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
  - 25.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
  - 25.4 Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
  - 25.5 Joint Obligation. In the event the Property is owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Easement upon Grantor.

- 25.6 Non-Merger. A merger of this Deed and the fee title to the Property cannot occur by operation of law because, in addition to Grantee's rights and interest under this Deed, the Board and Gunnison County have rights under this Deed. Under Colorado law, the existence of these rights precludes unity of title. If the Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first obtain the written approval of the Board and Gunnison County. As a condition of such approval, the Board and Gunnison County may require that Grantee first transfer the Deed to another qualified organization consistent with Section 11 above. In the event Grantee acquires fee title interest or any other interest in the Property without Grantee's prior knowledge (e.g., receiving real property by will), Grantee must immediately provide notice of its acquisition to the Board and to Gunnison County, and the Board and Gunnison County may require that Grantee transfer this Deed to another qualified organization consistent with Section 11 above.
- 25.7 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- 25.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 25.9 No Third-Party Beneficiary. This Easement is entered into by and between the Grantor and the Grantee, and except as provided herein, is solely for the benefit of the Grantor, the Grantee, the Board, and Gunnison County, and their respective successors in interest and assigns and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.
- 25.10 Exhibits and Recitals Part of Easement. The Recitals, above, and the Exhibits attached hereto, are a material part of this Easement and are incorporated herein.
- 25.11 Termination of Rights and Obligations. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board under this Deed shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor. Provided a transfer is permitted by this Deed, a Party's rights and obligations under the Deed terminate upon transfer of the Party's interest in the Deed or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 25.12 Authority to Execute. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Easement, that the individual executing this Easement on behalf of said party is fully empowered and authorized to do so, and that this Easement constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms

25.13 Grantee Acknowledgement of Donation [I.R.C. § 170(f)(8)]. The Grantee acknowledges receipt and acceptance of this Easement encumbering the Property described herein, for which no goods or services were provided by Grantee, except for the purchase price, if any, for this Easement.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation as of the date set forth above.

[Signature Pages Follow]







**Exhibit A**  
**Description of Property**  
**(2 pages)**

A TRACT OF LAND WITHIN THE SW<sup>1</sup>/<sub>4</sub> OF SECTION 1, THE NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> OF SECTION 11, AND THE NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> OF SECTION 12, ALL WITHIN TOWNSHIP 14 SOUTH, RANGE 86 WEST, 6TH P.M., GUNNISON COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE SOUTHWEST CORNER OF SAID SECTION 1 (AS MARKED BY A USGLO BRASS CAP MONUMENT); THENCE THE FOLLOWING COURSES AROUND SAID TRACT:

1. NORTH 00°30'43" EAST 2617.16 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1 (AS MARKED BY A USGLO BRASS CAP MONUMENT);
2. SOUTH 89°34'35" EAST 1322.64 FEET TO THE NORTHEAST CORNER OF THE NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> OF SAID SECTION 1;
3. SOUTH 00°34'08" WEST 40.92 FEET ALONG THE EAST BOUNDARY OF SAID NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> OF SECTION 1;

THE FOLLOWING COURSE NUMBERS 4 THROUGH 10 ARE ALONG THE CENTERLINE OF THE SLATE RIVER, SAID CENTERLINE ALSO BEING THE WESTERLY BOUNDARY OF THE WESTERN RIVERBEND INC, PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED MAY 21, 1979 IN BOOK 533 AT PAGE 378 OF THE GUNNISON COUNTY RECORDS:

4. SOUTH 79°19'49" EAST 69.58 FEET;
5. SOUTH 21°33'52" EAST 179.57 FEET;
6. SOUTH 66°43'04" EAST 179.63 FEET;
7. SOUTH 14°22'53" EAST 241.57 FEET;
8. SOUTH 05°18'26" EAST 367.58 FEET;
9. SOUTH 20°44'46" EAST 282.30 FEET;
10. SOUTH 02°25'41" EAST 162.15 FEET;
11. NORTH 89°24'17" WEST 510.72 FEET TO THE NORTHEAST CORNER OF THE SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> OF SAID SECTION 1;
12. SOUTH 00°28' 25" WEST 1158.49 FEET ALONG THE EAST BOUNDARY OF THE SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> OF SAID SECTION 1 TO A POINT ON THE NORTH BOUNDARY OF SLATE RIVER ESTATES, A RECORDED SUBDIVISION WITHIN GUNNISON COUNTY;

THE FOLLOWING COURSE NUMBERS 13 THROUGH 20 ARE ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SLATE RIVER ESTATES, A RECORDED SUBDIVISION OF GUNNISON COUNTY:

13. NORTH 88°09'11" WEST 172.64 FEET;
14. SOUTH 70°37'23" WEST 281.07 FEET;
15. SOUTH 86°06'57" WEST 98.46 FEET;
16. SOUTH 79°51'09" WEST 151.71 FEET;
17. SOUTH 63°27'56" WEST 158.44 FEET;
18. SOUTH 41°15'36" WEST 132.25 FEET;
19. SOUTH 08°02'18" EAST 161.80 FEET;
20. SOUTH 24°51'40" EAST 327.47 FEET;
21. SOUTH 65°13'30" WEST 600.70 FEET ALONG THE NORTH BOUNDARY OF RIVERBEND SUBDIVISION, A RECORDED SUBDIVISION, IN GUNNISON COUNTY;
22. NORTH 56°48'49" WEST 556.05 FEET ALONG THE NORTHERLY BOUNDARY OF COLORADO HIGHWAY NO. 135 TO A SOUTH CORNER OF THE SPANN PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED APRIL 18, 1977 IN BOOK 501 AT PAGE 163 OF THE GUNNISON COUNTY RECORDS;

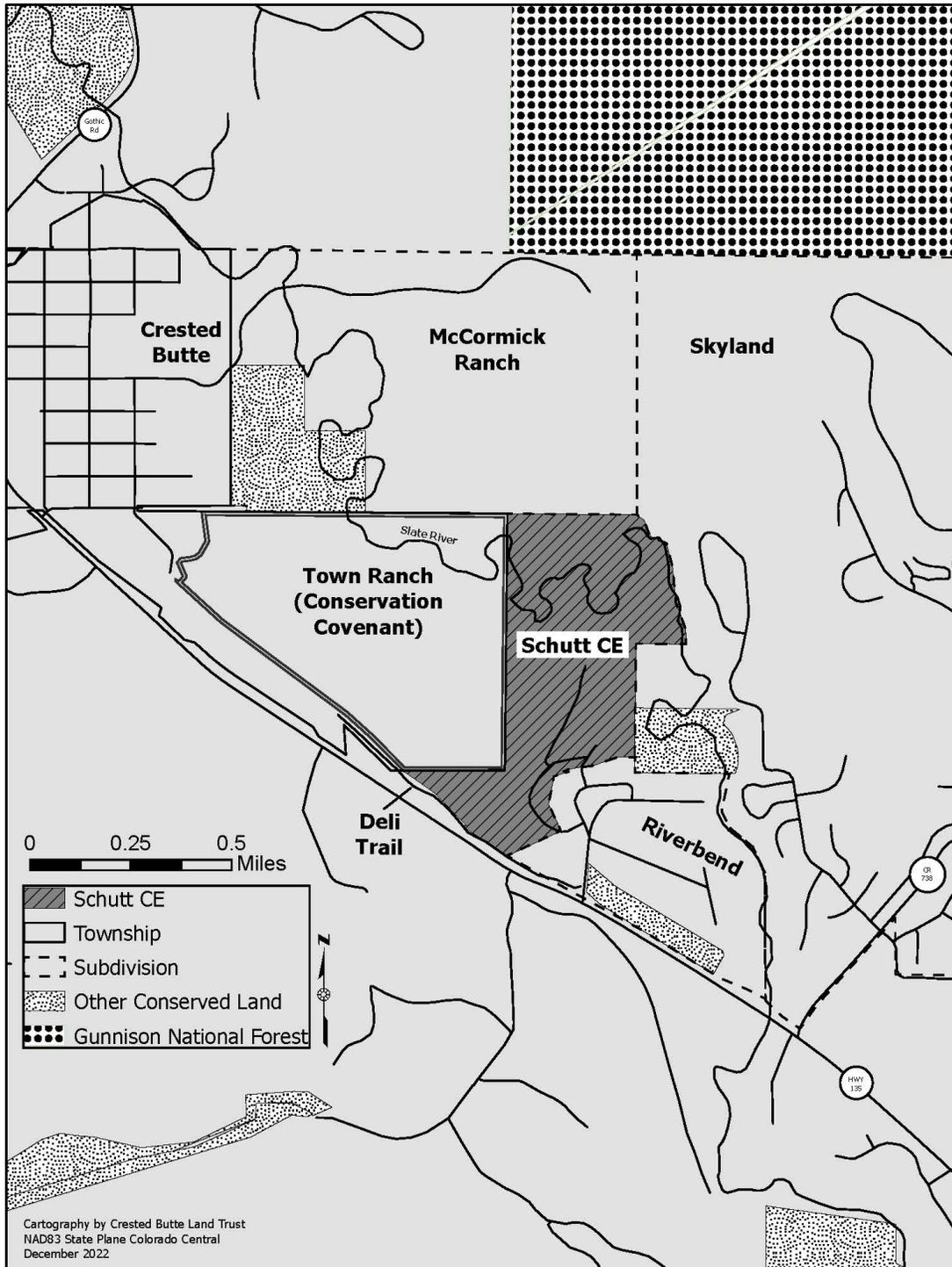
23. SOUTH 89°56'55" EAST 70.75 FEET ALONG THE SOUTH BOUNDARY OF SAID PROPERTY;  
24. NORTH 44°09'34" WEST 434.35 FEET ALONG THE EASTERLY BOUNDARY OF SAID PROPERTY;  
25. NORTH 54°22'57" WEST 416.00 FEET ALONG THE EASTERLY BOUNDARY OF THE SPANN  
PROPERTY AS DESCRIBED AS PARCEL NO. 2 AND PARCEL NO. 1 IN WARRANTY DEED RECORDED  
MAY 25, 1983 IN BOOK 592 AT PAGE 997 OF SAID RECORDS;  
26. NORTH 89°40'05" EAST 1009.18 FEET ALONG THE NORTH BOUNDARY OF SECTION 11 TO  
THE POINT OF BEGINNING;

BEARINGS USED HEREIN ARE BASED ON A RECORDED BEARING OF NORTH 89°14'00" WEST  
BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 1,  
EACH OF THESE POINTS BEING MARKED BY A USGLO STANDARD MONUMENT;

LESS AND EXCEPT ANY PORTION THEREOF CONVEYED TO THE BOARD OF COUNTY  
COMMISSIONERS OF GUNNISON COUNTY AND THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF  
HIGHWAYS,  
STATE OF COLORADO IN RULE AND ORDER RECORDED FEBRUARY 26, 1970 IN BOOK 416 AT PAGE  
390,

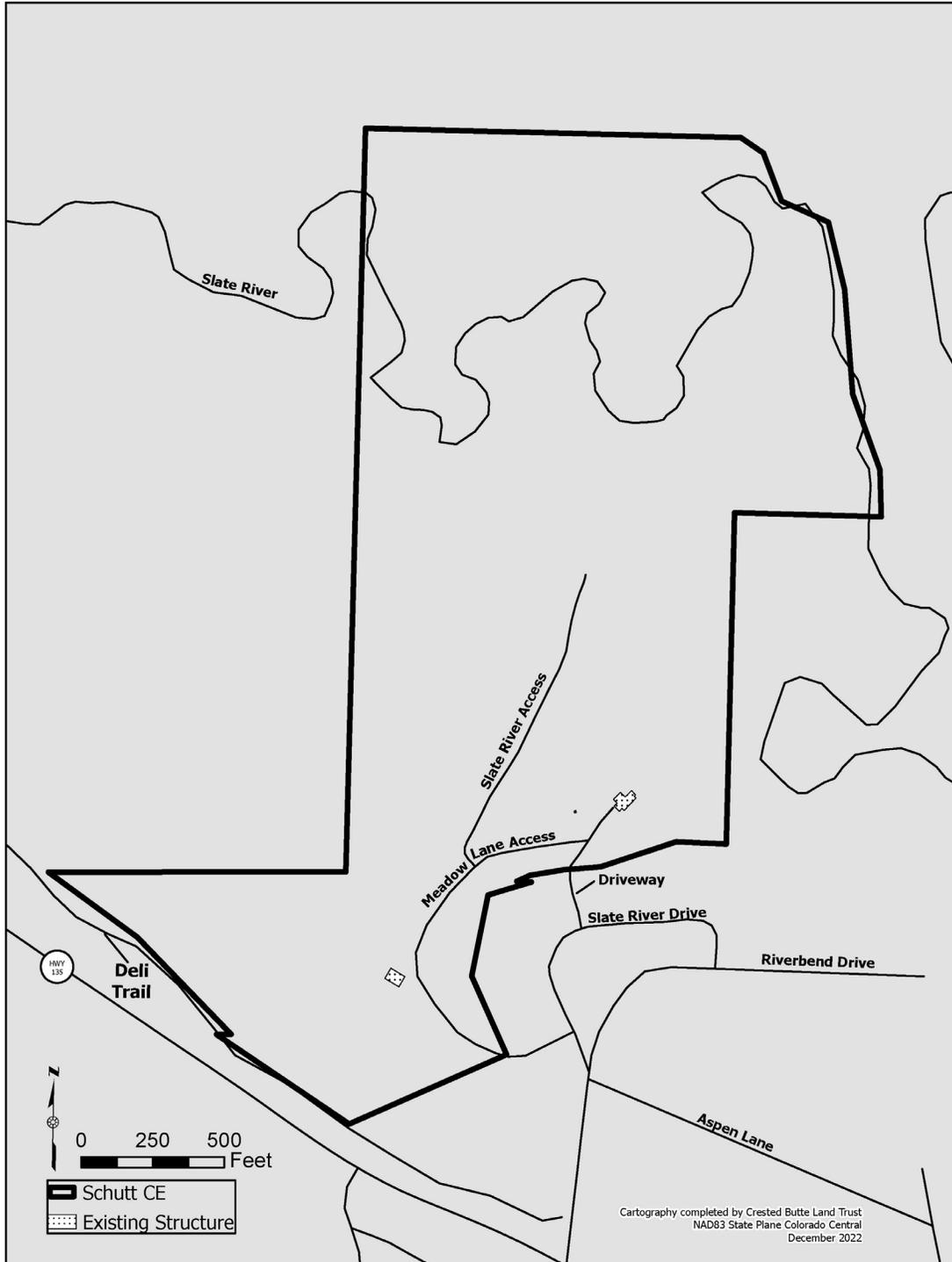
COUNTY OF GUNNISON,  
STATE OF COLORADO.

Exhibit B (Page 1 of 2)  
Map of Property - Area Map  
Schutt CE Exhibit B



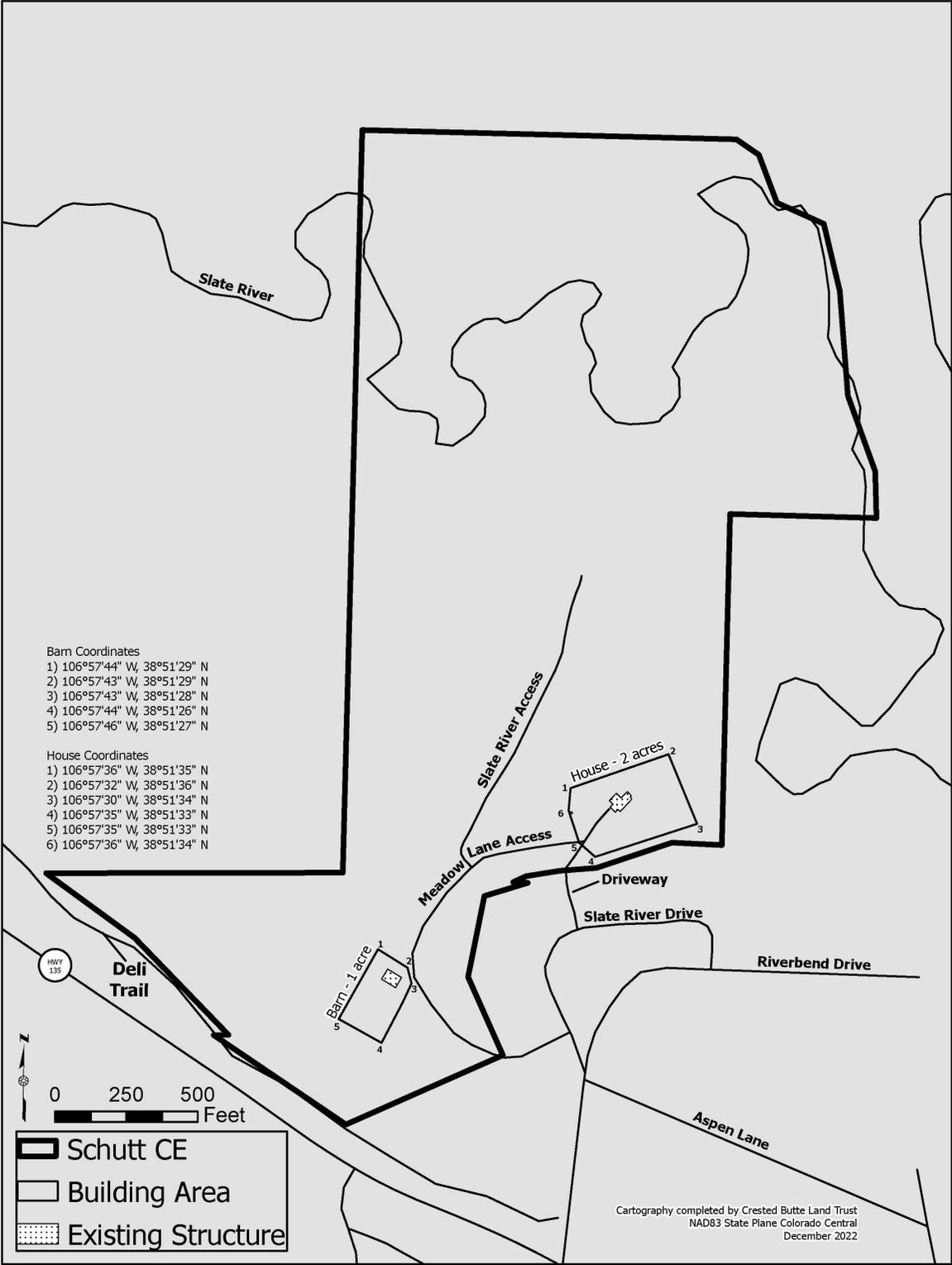
**Exhibit B (Page 2 of 2)**  
**Map of Property – Detail Map**

**Schutt CE Exhibit B**



# Map and Description of Building Areas

## Schutt CE Exhibit B-1



**Exhibit C**  
**Description of Water Rights**

1. An undivided proportionate interest in the Baxter Ditch out of the Slate River, Ditch No. 228, Priority 259, decreed May 15, 1924, for 8.0 c.f.s. in Case Nos. 1728 – 1720 – 1734 and 1738, Gunnison County District Court, with an appropriation date of May 15, 1902, and to 1.0 c.f.s of water decreed thereto.
2. An undivided proportionate interest in the Willow Ditch out of the Slate River, Ditch No. 230, Priority 261, decreed May 15, 1924, for 15.2 c.f.s. in Case Nos. 1728 – 1720 – 1734 and 1738, Gunnison County District Court, with an appropriation date of May 19, 1914, and to 2.25 c.f.s of water decreed thereto.
3. Schutt Pond No. 1, decreed August 30, 1993, for 9.24 acre-feet for fish culture, recreation, and wildlife purposes in Case No. 93CW45, District Court, Water Division 4, with a date of appropriation of June 29, 1989.
4. Schutt Pond No. 2, decreed August 30, 1993, for 5.76 acre-feet for fish culture, recreation, and wildlife purposes in Case No. 93CW45, District Court, Water Division 4, with a date of appropriation of June 29, 1989.
5. Schutt Pond No. 3, decreed August 30, 1993, for 14.16 acre-feet for fish culture, recreation, and wildlife purposes in Case No. 93CW45, District Court, Water Division 4, with a date of appropriation of June 29, 1989.

**Exhibit D**

**Acknowledgement of Baseline Report**  
(Page 1 of 2)

**ACKNOWLEDGEMENT OF BASELINE CONDITIONS**

Schutt Conservation Easement  
Gunnison County, Colorado

In compliance with Federal Tax Regulations [§1.170A-14(g)(5)(i)(D)], and to the best of my knowledge, this Baseline Documentation Report, including text, maps, and photographs, is an accurate representation of the Schutt conservation easement property and its conservation values at the time of the conveyance of the conservation easement.

Robert C. Schutt Jr. Living Trust Dated December 27, 2010 and any amendments thereto

By: \_\_\_\_\_  
Robert C. Schutt, Jr., Trustee

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

Suzanne Schutt Living Trust Dated December 27, 2010 and any amendments thereto

By: \_\_\_\_\_  
Suzanne Schutt, Trustee

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

**Exhibit D**  
**Acknowledgement of Baseline Report**  
(Page 2 of 2)

**ACKNOWLEDGEMENT OF BASELINE CONDITIONS**

Schutt Conservation Easement  
Gunnison County, Colorado

In compliance with Federal Tax Regulations [§1.170A-14(g)(5)(i)(D)], and to the best of my knowledge, this Baseline Documentation Report, including text, maps, and photographs, is an accurate representation of the Schutt conservation easement property and its conservation values at the time of the conveyance of the conservation easement.

Crested Butte Land Trust, Grantee

By: \_\_\_\_\_

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

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

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

**Gunnison Valley Land Preservation Fund**  
**GRANT AGREEMENT**

---

Project Name: Schutt Wetlands Conservation Easement Project

**PARTIES TO AGREEMENT**

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Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

\_\_\_\_\_

Grantee: Crested Butte Land Trust

Address: PO Box 2444/308 3<sup>rd</sup> St Crested Butte, CO 81224

Contact name: Jake Jones

Date: December \_\_\_\_, 2022

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**Exhibits:**

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this \_\_\_\_\_, 202\_\_, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and the Crested Butte Land Trust ("Land Trust"), (jointly the "Parties"), and witnesses:

#### RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal Grant Agreement to be executed by the Board and the project proponent.

C. The Land Trust ("Grantee") has applied to the GVLPB for funding of a project known as Schutt Wetlands Conservation Easement Project ("Project") and more particularly described in the Project Application as submitted to and on file with Grantee, Exhibit B ("Project Summary") and Exhibit C ("Budget") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

## SECTION 1-PROJECT SCOPE

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed **\$125,000.00** (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

*The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.*

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLBPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLBPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLBPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLBPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

## **SECTION 2- GRANT PAYMENT**

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

### SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with GVLPB in conducting such due diligence review, and in connection therewith shall provide GVLPB with the information or documentation specified in the Project Application, as well as such other documentation and/or information as GVLPB or the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to GVLPB or the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by GVLPB or the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain Gunnison County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

#### **SECTION 4-OTHER PROVISIONS**

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLBP members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a Conservation Easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of \_\_\_\_\_.

**GRANTEE**

\_\_\_\_\_  
Crested Butte Land Trust, Jake Jones, Executive Director

**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO**

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

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

\_\_\_\_\_  
Elizabeth Smith, Commissioner

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

### **Exhibit A - Required Language for the Deed of Conservation Easement**

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

**[Insert only if the GVLPB contributed to the conservation easement purchase]:**

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, \_\_\_\_\_<sup>N1/</sup> percent of the Proportionate Share and (b) to Gunnison County \_\_\_\_\_ percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

**[Insert only if the GVLPB contributed to transaction costs]:**

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement



## **Exhibit B - Project Summary - Narrative**

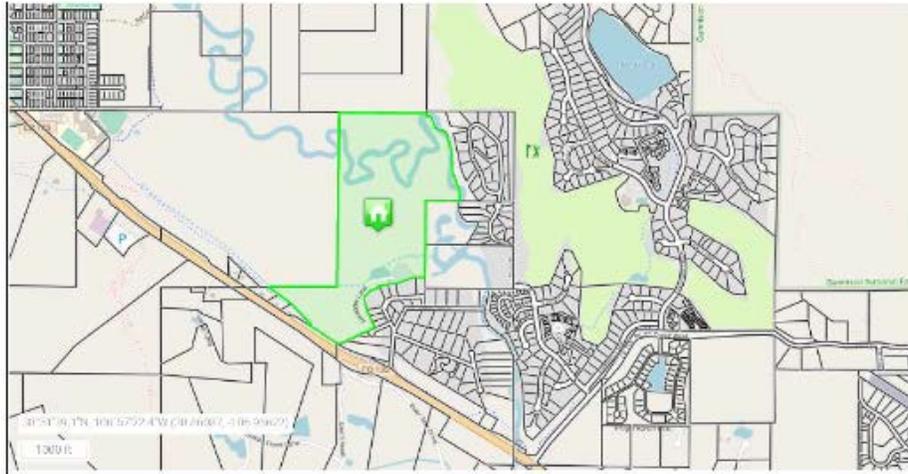
The 107-acre Schutt Wetlands parcel is in Gunnison County, Colorado and shares a boundary with the Town of Crested Butte's Town Ranch conservation parcel and other conservation easements held by the Crested Butte Land Trust (Land Trust). Bob and Suzanne Schutt have owned the property for thirty years. The Schutt property contains wetlands, sub-irrigated meadows, and a significant portion of the Slate River as it meanders through the valley forming wetlands, oxbows and deep pools that store critical water supplies at the headwaters of the Gunnison River. The Schutt Wetlands parcel contains the last meanders and significant wetlands of the Slate River before it becomes naturally channelized as it flows through ranch land and finally into the East River. The East River and the Taylor River join to form the Gunnison River downstream of this parcel. The Schutt Wetlands property also supports local ranching through a grazing lease on the parcel.

Protecting the Slate River wetlands has been a top priority for the community and the Land Trust since the organization's inception in 1991. Critical, high elevation wetlands along the Slate River support habitat for robust communities of migratory birds, small mammals, big game, and fish, not to mention provide opportunities for recreation, ranching and watershed protection. Conserving the Schutt Wetlands parcel in perpetuity will be a large step toward protecting the headwaters of the Gunnison River as it will extinguish future development on the parcel, and it will permanently protect an essential year-round recreation and community connectivity between the Town of Crested Butte and neighborhoods to the east and south. Development pressure in the Crested Butte area is intense with no sign of slowing down as the urban migration to the mountain west continues to increase. The Schutt Wetlands parcel has not been subdivided and current development is isolated to the single home and barn that exist today. The parcel is adjacent to the Town of Crested Butte (6 to 10+ units per acre) to the west, as well as several high-density (0.5-acre to 1-acre parcel) subdivisions to the east and north. The conservation easement will extinguish all future development rights on the parcel and will protect trail access that is currently not protected under a perpetual easement.

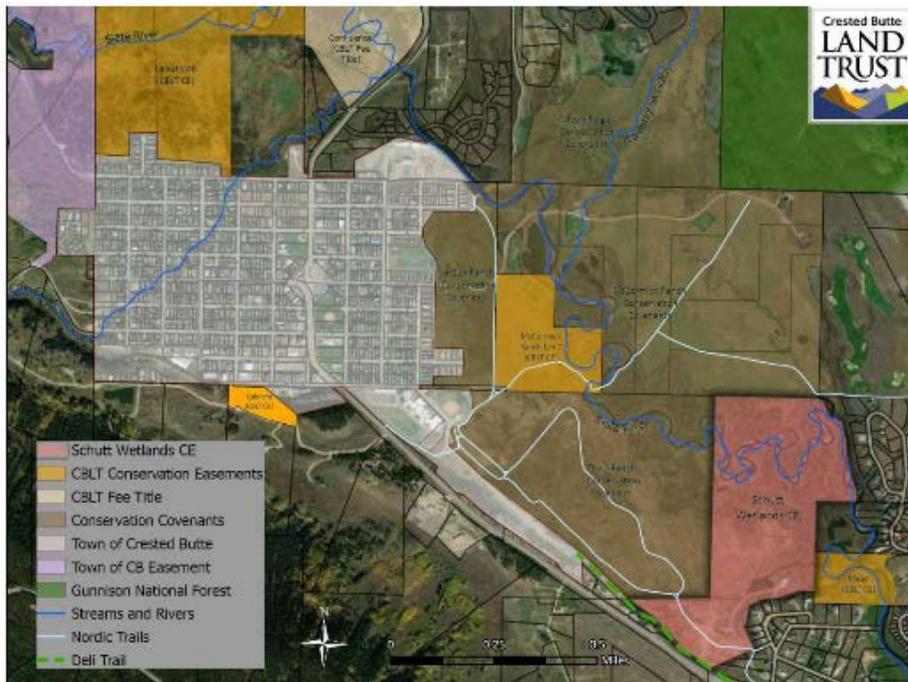
The Schutt Wetlands project is an extension of the effort to protect land for the planet and for people, thus solidifying a network of access opportunities for the public across many miles of private lands within the Slate River Valley and beyond. The Schutt Wetlands parcel is one of the last remaining large (100+) acre tracts containing a significant portion of undeveloped Slate River frontage, while also protecting public access along the only viable commuter route between Crested Butte and population centers to the east and south of Town.

## Exhibit B - Project Summary – Map

### ASSESSOR TAX PARCEL MAP



### SURROUNDING LAND USE AND TRAILS MAP





## Exhibit C – Budget

SCHUTT WETLANDS CONSERVATION EASEMENT PROJECT BUDGET		
CE VALUE FORMULA		
PROPERTY VALUE WITHOUT CE	3 X BUILDING LOTS @ 2.25M EACH	\$ 6,750,000.00
% LOSS OF VALUE WITH CE	45%	
VALUE OF CE		\$ 3,035,000.00
% REMAINING VALUE	55%	
PROPERTY VALUE WITH CE		\$ 3,715,000.00

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PROJECT BUDGET	CB LAND TRUST	TOWN OF CB	1% FOR OPEN SPACE	GVLPF	GOCO	LANDOWNER DONATION	TOTAL
<b>TRANSACTION COSTS</b>							
Appraisal	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Baseline Documentation	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Title and Closing Costs	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Environmental Assessment	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
Mineral Assessment	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Water Diligence	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Stewardship Endowment	\$ -	\$ -	\$ -	\$ -	\$ 18,500.00	\$ -	\$ 18,500.00
	\$ -	\$ -	\$ -	\$ -	\$ 62,000.00	\$ -	\$ 62,000.00
<b>EASEMENT ACQUISITION</b>							
107 ACRES - CE	\$ 535,000.00	\$ 750,000.00	\$ 125,000.00	\$ 125,000.00	\$ 65,000.00	\$ 1,435,000.00	\$ 3,035,000.00
<b>TOTAL PROJECT COST</b>	<b>\$ 535,000.00</b>	<b>\$ 750,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ 127,000.00</b>	<b>\$ 1,435,000.00</b>	<b>\$ 3,097,000.00</b>
<b>PERCENT OF TOTAL</b>	<b>17%</b>	<b>24%</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>	<b>46%</b>	<b>100%</b>
<b>STATUS</b>	<b>CONFIRMED</b>	<b>CONFIRMED</b>	<b>CONFIRMED</b>	<b>CONFIRMED</b>	<b>CONFIRMED</b>	<b>CONFIRMED</b>	

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

**Agenda Item:** Letter to Governor Polis regarding Broadband Servi

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

CCI's Western District meeting voted to endorse the draft letter (attached here) from La Plata County, regarding broadband. If Gunnison County wishes to sign on as an individual countv. the commissioners would need to approve this draft letter and give consent to send our countv logo to CCI

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbollig

Discharge Date: 1/6/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/10/2023

Dear Governor Polis,

As you know, there is a clear need to improve broadband services for rural and remote areas of Colorado. Leaders throughout Western Colorado have responded to the Executive Order signed last spring in Grand Junction pointing towards universal broadband coverage.

Counties, municipalities and regional councils of government have made broadband a priority. They have allocated staff and hired external resources. Communities have leveraged American Rescue Plan (ARPA) and DOLA Energy/Mineral Impact Assistance Fund (EIAF) funds to prepare for upcoming federal broadband investment. The Colorado Broadband Office has closely monitored progress and has helped with community engagement.

Five regions in Western Colorado are working in sync to form a fiber optic backbone in the shape of a giant ring. The work involves Region 9/SWCCOG, Region 10, AGNC, San Luis Valley BCO and SCEDD. The resulting infrastructure will improve reliability, increase capacity and reduce the cost of wholesale bandwidth. This approach addresses market failure and lowers the barrier for private ISPs to extend their reach further into outlying areas.

Communities along the route are building fiber to reach the backbone. They're also installing small colocation facilities that will house broadband equipment.

DOLA EIAF grants have funded new projects in:

- Fruita
- Palisade
- Collbran
- Parachute
- Rifle
- Silt
- New Castle
- Glenwood Springs (Garfield Cnty)
- Durango
- Bayfield
- Pagosa Springs
- Ignacio area
- Lake City

Existing broadband facilities to be connected:

- Delta
- Montrose
- Olathe
- Ouray
- Ridgway
- Telluride
- Norwood
- Gunnison
- Crested Butte
- Hotchkiss
- Paonia
- Crawford
- Cortez

Sites in Grand Junction, Mesa County, Alamosa and Walsenburg will be added in the near future. Others are under consideration.

This initiative leverages existing fiber from Tri-State, Delta-Montrose Electric Association, La Plata Electric Association, Zayo, and the City of Grand Junction. It involves construction of new fiber lines in partnership with the Southern Ute Indian Tribe and will make service available to the Ute Mountain Utes.

*Ultimately, activating the entire network relies on gaining access to State-owned fiber along Interstate 70 and Highway 160 over Wolf Creek Pass for unencumbered broadband use.*

Locally, we are engaged in unprecedented intergovernmental cooperation to improve broadband throughout Western Colorado but legal ambiguities relating to CDOT's contractual arrangements continue to be a persistent roadblock and are delaying our progress. This puts our many broadband investments at risk. Several broadband projects have been placed on hold until this impasse can be resolved. Other projects have been completed, yet cannot be put into service without access to fiber along State highways.

In each case communities are stuck waiting for performance from the Intelligent Transportation Systems (ITS) department within CDOT that manages these State-owned fiber assets. Stipulations placed on state assets by private companies tied to these agreements severely restrict or prohibit broadband use. Legal clarification has been sought from the office of the Colorado Attorney General. While the discussions with the AG's office have been helpful, and Attorney General Weiser is supportive of our efforts, no solution has been forthcoming, as we wait for CDOT to take the lead on making its existing excess fiber available to us.

Many of our meetings with CDOT have included CDOT promises to resolve issues and make the requested fiber available, followed by correspondence from CDOT changing its position entirely. It appears in some cases that CDOT's focus has been increasing its ownership and use of fiber optics for its own operations, without regard for how that fiber connectivity is needed to deliver broadband services throughout Colorado. CDOT's executive management has been briefed in detail about these difficulties, but has not been able to affect a solution.

This collective effort throughout Western Colorado is an unprecedented example of intergovernmental and regional cooperation that defies many boundaries. We will continue to do our part to support the Goal of connecting 99% of in-state households to high speed broadband by 2027. We implore you to ensure that **all** state agencies revisit the State's fiber optic network agreements and determine whether they do indeed serve the broader public interest. If such arrangements preclude or significantly limit their use by local governments and the broadband providers who wish to use this publicly owned infrastructure, such agreements should be reevaluated.

We are asking for your help to remove roadblocks and resolve delays in accessing State-owned fiber. We are available to meet with you and representatives of CDOT, OIT and any other state agencies, to find a solution to these issues. At this juncture, your direct involvement is needed and we very much appreciate you helping us find solutions that will benefit all of Colorado.

Respectfully,

xxxxxxx