

- 1 - Agenda, October 4 2022 BOCC regular meeting
- 2 - BoHS, Colorado Works Updated TANF policies, eff date Mar 1 2022
- 3 - HA Resolution_Intent to Reimburse HA for Sawtooth
- 4 - Scheduling, Calendar for Oct 4 to Nov 4 2022
- 5 - consent 1, IGA with GVH_EMS Building
- 5 - consent 2, CDPHE Master Task Order Amendment No 1
- 5 - consent 3, CDPHE Contract 2022 2745 amendment No. 2_Harm reduction svcs
- 5 - consent 4, Thomson Reuters Contract_West Publishing Corp
- 5 - consent 5, Emp Health Welfare Benefit Plan, Claims Admin Agreement
- 5 - consent 6, BLM letter of support for CPW grant app
- 6 - BOCC Resolution, Reimbursement for Sawtooth
- 7 - Final Draft Letter, Mt CB Master Plan Comments
- 8 - Mt Emmons Land Exchange_Opportunity to Comment_Letter

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, October 4, 2022

Page 1 of 2

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

- 8:30 am
- Call to Order
 - Colorado Works Workforce Development Program policies; Gunnison-Hinsdale County Department of Human Services; Updated Temporary Assistance for Needy Families (TANF) Policies; Effective Date 3/1/2022
 - Adjourn

GUNNISON COUNTY HOUSING AUTHORITY:

- Call to Order
- Resolution; Declaring the Intent to Reimburse Gunnison County Housing Authority for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1
- Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION:

- Call to Order
- CBOE; Process discussion
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:37 am
- Call to Order; Agenda Review
 - Scheduling
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Approval for Emergency Medical Services Building Intergovernmental Agreement; Gunnison County and the Board of Trustees, Gunnison Valley Health; Gunnison County to provide financial assistance to GVH for construction of the EMS Building; Effective date 10/4/2022 to 2/01/2031; \$200,000 per year
 2. Approval for Colorado Department of Public Health and Environment (CDPHE) Master Task Order Contract Amendment #1; for modifications to Subcontractor Requirements of the original Master Task Order contract; Effective Date of State Controller signing, to 6/30/2027
 3. Approval for Colorado Department of Public Health and Environment (CDPHE) Contract 2022*2745 Amendment #2; Additional funding for Harm Reduction Services in Gunnison County; 9/28/2022 to 6/30/2023; \$16,465
 4. Approval for Thomson Reuters contract; West Publishing Corporation and County Attorney's Office; Subscription for West Proflex and Westlaw Precision Preferred Nation Primary Law; \$330 monthly for 3 mos, plus \$412.50 for 12 mos

*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, October 4, 2022

Page 2 of 2

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

5. Approval for Employee Health & Welfare Benefit Plan, Claims Administration Agreement for 2022; Group & Pension Administrators, LLC dba GPA (TPA); to perform Third Party Recovery Services for Gunnison County claims; Effective Date January 1, 2022; 30 - 33-1/3% of the gross amount of money obtained on behalf of the Employer
6. Approval for Letter of Support; Bureau of Land Management (BLM) Gunnison Field Office; for Non-Motorized Trail maintenance Grant Application to Colorado Parks and Wildlife, State Trails Program

- County Manager's Reports
 1. Resolution of the Board of County Commissioners of Gunnison County, Colorado; Declaring Its Intent to Reimburse Gunnison County, Colorado, for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1
 2. Emergency Medical Services Building; USDA Grant

8:50 am • Approval of Final Draft Letter; Re: Mt. Crested Butte Draft Master Plan Comments

8:55 am • Mt. Emmons Land Exchange; Opportunity to Comment

9:00 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.
- Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine
- 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=MjNDbTZHTFNRVdDemZjdC91aVBIz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: As BoHS: Colorado Works Workforce Development Pro

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Attached are the updated Temporary Assistance for Needy Families policies. These have been reviewed by the State and require a County Commissioner signature.

Fiscal Impact:

Submitted by: Brad Wheaton

Submitter's Email Address: bradford.wheaton@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Relying upon the State's analysis for the most part, these appear to be legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/26/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

As noted by the attorney's office, we need to determine if these policies should be approved by the BOCC or the Board of Human Services

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/4/2022

Melanie Bollig

Subject: Gunnison/Hinsdale County Policies are approved

From: Wheaton - CDHS-CTY, Bradford <bradford.wheaton@state.co.us>

Sent: Friday, August 12, 2022 2:31 PM

To: Matthew Hoyt <MHoyt@gunnisoncounty.org>

Subject: Fwd: Gunnison/Hinsdale County Policies are approved

[EXTERNAL SENDER - USE CAUTION]

Hi Matt,

See the attached email from the State approving our Colorado Works policies. These originate from a State prescribed template.

Please let me know what else is needed from my end,
- Brad Wheaton

----- Forwarded message -----

From: CDHS, Employment and Benefits Division <cdhs_emplbendiv@state.co.us>

Date: Mon, Aug 1, 2022 at 10:36 AM

Subject: Gunnison/Hinsdale County Policies are approved

To: Joni Reynolds - CDHS-CTY <joni.reynolds2@state.co.us>, Bradford Wheaton - CDHS-CTY <bradford.wheaton@state.co.us>

Cc: Elena Tooley-Prater - CDHS <elena.tooley-prater@state.co.us>

Hello,

We have reviewed your county policies and they are approved as written. The next step is for the county to obtain a signature from your Board of County Commissioners or a board-designated approving authority. Please return your signed policies at your earliest convenience but no later than 8/15/2022. If this timeframe does not work with your Commissioners schedule please let us know. Thanks for your great work on these policies!

**Colorado Works & Adult Financial Policy Team
Benefits and Services Section**



1575 Sherman St., Denver, CO 80203

CDHS_EmplBenDiv@state.co.us

<https://www.colorado.gov/pacific/cdhs/cash-assistance>

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Brad Wheaton
Deputy Director
Gunnison County Health and Human Services
220 N Spruce St
Gunnison, CO 81230
bradford.wheaton@state.co.us
P:970-641-7939
F:970-641-3738



POLICY TITLE County Approved Settings	REFERENCE C.R.S. 26-2-706.6; 26-2-709 9 CCR 2503-6
POLICY NO. XXX – CWP	EFFECTIVE DATE March 01, 2022
DIVISION DIRECTOR APPROVAL	BOARD OF COUNTY COMMISSIONERS ADOPTION DATE

BACKGROUND & PURPOSE

The Colorado Works program allows for minor parents to receive grant payments on behalf of their own children. Before approving grant payments for minor parents who are not married, emancipated, living with an adult relative or in the care of another adult who is responsible for them, Gunnison and Hinsdale County must identify that the minor parent resides in a “county approved setting.”

Gunnison and Hinsdale County evaluates that the minor parent’s living situation is appropriate in order to ensure the health and safety of minor children, and to ensure appropriate supports are provided to minors who do not have a suitable place to live. Living arrangements deemed appropriate according to this policy constitute an approved setting for the Colorado Works program.

The purpose of this policy is to outline the process that Gunnison and Hinsdale County follow to evaluate whether a minor parent resides in an appropriate place and is connected to necessary supports and services available in the community and through Gunnison and Hinsdale. The policy will also outline steps that will be taken to find an appropriate living arrangement for the minor parent and their child(ren) if their initial situation is not identified as appropriate.

DEFINITIONS

Assessed need - Any identified need of a client or family receiving CW grant payments beyond ordinary, routine living expenses that is designed to deal with a specific crisis situation or episode of need, is not intended to meet recurrent or ongoing needs, and will not extend beyond four months without a new assessment.

Basic Cash Assistance (BCA) - A recurrent cash payment intending to meet ongoing needs.

Client - A current or past applicant or a current or past recipient of a CW grant payment.

Colorado Works - The TANF program in Colorado.

County worker - An employee or designated representative of the county department.

Statewide automated system - The electronic platform used to calculate public assistance program benefits and grant payments.

Supportive payment - A payment and/or service in addition to basic cash assistance or diversion that is based on an assessed need.

Workforce Development (WD) - The program provided to clients determined to be work eligible as described in section 3.607.

POLICY

Population

A county approved setting is required for a minor parent (or pregnant minor) who is under the age of eighteen and is the head of household on a Colorado Works case and:

1. Does not live with another adult who exercises responsibility for the minor parent's care and well-being,
2. Does not live with an adult relative,
3. Is not emancipated, and
4. Is not/has never been married.

When a minor parent does reside with a parent or another caretaker who exercises responsibility for them, the minor may not receive assistance as an adult and the head of household in their own case. They will be paid as a child in an assistance unit with their parent or caretaker as the head of household. (A non-parent caretaker does not have to receive Colorado Works grant payments on behalf of themselves). In this scenario a county approved setting is not required.

Evaluation Process

When a minor parent must have a county approved setting evaluated, Gunnison and Hinsdale County will take the following steps:

1. The Colorado Works eligibility worker will notify the Economic Security Services Supervisor of the need for evaluation of a county approved setting OR evaluate the setting themselves.
2. The eligibility worker will provide the name, address and contact information for the minor parent.
3. The Economic Security Services Supervisor will:
4. Contact the minor parent to discuss their living situation.
5. Conduct a home visit, if the contact with the minor parent alone is not deemed sufficient to determine whether the situation is appropriate.
 - i. For a setting to be determined appropriate in Gunnison and Hinsdale County, the minor parent's living arrangements must consist of a dwelling that is designed for human habitation that is free from anything that may endanger the health or welfare of the minor child(ren).
6. Provide appropriate resources and referrals to the minor parent as identified in the Referrals section.
7. Notify the eligibility worker if the setting is determined appropriate (a.k.a. approved) or data-enter the information into CBMS directly.
8. If the setting is not yet approved, the Economic Security Services Manager will work with the client to establish an appropriate setting, and communicate progress with the eligibility worker.

Unapproved Settings

Gunnison and Hinsdale County may determine that a setting is inappropriate and therefore not an approved setting, and in these situations, Gunnison and Hinsdale County will take the following steps to ensure that the minor parent and their child are able to relocate to an approved setting: Together with the minor parent, discuss options of places to live which would be safe and supportive for the minor and their child(ren) such as living with a parent, legal guardian or other appropriate adult relative.

1. If living with a parent, guardian or adult relative is not a safe or supportive option, Gunnison and Hinsdale County will discuss with the minor parent whether there are any other trusted adults who might provide a safe and supportive environment to live.

2. If no informal living arrangements with a safe and trusted adult are suitable, Gunnison and Hinsdale County will provide, or assist the client in locating, a second chance home (adult-supervised, supportive group homes or apartment clusters for teen mothers and their children who cannot live at home because of abuse, neglect or other extenuating circumstances), maternity home (a form of supportive housing provided to pregnant women), or other appropriate adult-supervised supportive living arrangement, taking into consideration the needs and concerns of the individual.

3. If the change in living arrangement significantly alters the client's circumstances, updates may be required to the Colorado Works case, or the minor parent may choose to withdraw their request for Colorado Works.

If child abuse or neglect is suspected or uncovered when evaluating whether a minor parent resides in an appropriate setting, Gunnison and Hinsdale County will make referrals to Child Welfare by calling the Child Abuse and Neglect Hotline (1-844-CO-4-KIDS) in accordance with Mandatory Reporter requirements.

Referrals

Gunnison and Hinsdale County staff are responsible for connecting clients to resources that will help support their long-term economic security, as well as ensuring clients receive appropriate support in a timely manner. The purpose of referrals is to connect clients with various services available within the community. Referrals include but are not limited to:

- Advocacy
- Counseling
- Prevention and intervention
- Mediation services
- Physical and mental health services
- Substance abuse counseling
- Legal services
- Food banks

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

DATE



Gunnison and Hinsdale County
Department of Human Services
POLICY

POLICY TITLE Disaster Assistance	REFERENCE C.R.S. 26-2-137; 26-2-703; 26-2-706.6 9 CCR 2503-6
POLICY NO. XXX – CWP	EFFECTIVE DATE March 1, 2022
DIVISION DIRECTOR APPROVAL	BOARD OF COUNTY COMMISSIONERS ADOPTION DATE

BACKGROUND & PURPOSE

In cases of a county, state or presidentially (federally) declared emergency or disaster, families may have immediate and short-term needs for financial assistance to resolve financial crises caused by the disaster. In order to meet these needs in the community, Gunnison and Hinsdale County provides a Disaster Assistance program for qualified clients.

This Disaster Assistance policy is in effect only when a county, state or presidential-level disaster has been declared and Gunnison and Hinsdale County has made the decision to activate this policy.

DEFINITIONS

Assessed need - Any identified need of a client or family receiving CW grant payments beyond ordinary, routine living expenses that is designed to deal with a specific crisis situation or episode of need, is not intended to meet recurrent or ongoing needs, and will not extend beyond four months without a new assessment.

Basic Cash Assistance (BCA) - A recurrent cash payment intending to meet ongoing needs.

Client - A current or past applicant or a current or past recipient of a CW grant payment.

Colorado Works - The TANF program in Colorado.

County worker - An employee or designated representative of the county department.

Diversion - A short-term cash payment (not to extend beyond four (4) months) intended to meet an episode of need.

Statewide automated system - The electronic platform used to calculate public assistance program benefits and grant payments.

Supportive payment - A payment and/or service in addition to basic cash assistance or diversion that is based on an assessed need.

Workforce Development (WD) - The program provided to clients determined to be work eligible as described in section 3.607.

POLICY

Activation of the Policy

When a county, state, or presidential level disaster is declared, Gunnison and Hinsdale County will determine whether or not to activate this Disaster Assistance policy based on the impact of the particular disaster in Gunnison and Hinsdale County and available resources. If Gunnison and Hinsdale County decide to activate this policy, the County Director Economic Security Services Supervisor will contact the Employment and Benefits Division (EBD) at CDHS_EmplBenDiv@state.co.us to request Disaster Assistance functionality in CBMS to be turned on Gunnison and Hinsdale County. Disaster payments may be requested while a disaster declaration and associated CBMS functionality is active. Disaster payments may also be requested through the end of the month in which the disaster declaration is rescinded. In cases where latent effects of the disaster appear after the disaster declaration is rescinded, the client may petition for assistance. Assistance will be granted at the County Director's, or Economic Security Services Supervisor's discretion.

Process

Requests for Disaster Assistance are made using state prescribed Public Assistance application methods for Colorado Works. A screening form may be used to differentiate Disaster Assistance requests from requests for ongoing Colorado Works grant payments. Gunnison and Hinsdale County will put forth every effort to streamline processes and remove barriers that could prevent clients from accessing cash assistance during a disaster.

When a disaster is state or presidentially declared, normal Colorado Works verification requirements are waived (with the exception of lawful presence) by the declaration of an emergency and the declaring authority's direct action to suspend certain regulatory statutes. When a disaster is county-declared, verifications normally needed to approve Colorado Works will still be required to approve a Disaster Assistance payment.

Eligibility

As is required to receive Basic Cash Assistance (BCA), the assistance unit must contain an eligible child or pregnancy, and provide for the needs of clients who are lawfully present in order to receive a disaster payment. (A disaster payment may be paid to an assistance unit in which only a child is lawfully present.) Countable annual income must be below \$75,000.

The client's needs must have been caused or exacerbated by the disaster situation. Clients will not be asked to provide proof of their needs in order to receive Disaster Assistance.

At the County Director's (Economic Security Services Supervisor) discretion, assistance may be provided to a client who is currently under sanction or disqualification status for Colorado Works.

Payment

Payments will be made through the Colorado Benefits Management System (CBMS). Disaster payments may be issued through Diversion or Supportive Payment functionality.

A disaster payment may not exceed \$10,000 per assistance unit per disaster. The actual amount of each disaster payment will be based on the client's actual estimated need.

Payment of Disaster Assistance funds will not affect any lifetime maximums on regular Diversion or Supportive Payment limits that are identified in other county policies and a period of ineligibility (POI) will not be imposed after a disaster payment is made.

Payments will be issued on an EBT card (or via the Key Bank card or direct deposit if the client has previously set up these payment options). After a Disaster payment has been issued to a client, the client shall not be asked to verify how the funds were spent.

Allowable Use of Funds

Disaster Assistance may be used to assist clients with any short-term need identified by Gunnison and Hinsdale County that is related to the declared disaster, except for the following needs:

- Medical services (except for family planning, therapy/counseling, and dental services that are not covered by Health First Colorado),
- Needs covered by Title IV of Social Security Act that supports children in foster care,
- Needs of a client's children who are not in the home,
- Juvenile justice related services,
- Purchase of a capital asset (such as a car, home, investment property, etc.) greater than \$5,000.

Deactivation of the Policy

Gunnison and Hinsdale County will email EBD at CDHS_EmplBenDiv@state.co.us to request Disaster Assistance functionality to be turned off due to the end of a county declared disaster or the decision to stop offering Disaster Assistance in Gunnison and Hinsdale County while a state or presidentially declared disaster continues. When a state or presidential-level disaster declaration ends, Gunnison and Hinsdale County will stop making disaster payments by the end of the month in which the declaration is rescinded. (If Gunnison and Hinsdale County wish to continue operating Disaster Assistance after a state or presidential-level disaster declaration ends, a county-level disaster may be declared and the policy may be re-activated.)

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES DATE



POLICY TITLE Diversion	REFERENCE C.R.S. 26-2-706.6 9 CCR 2503-6
POLICY NO. XXX- CWP	EFFECTIVE DATE March 1, 2022
DIVISION DIRECTOR APPROVAL	BOARD OF COUNTY COMMISSIONERS ADOPTION DATE

BACKGROUND & PURPOSE

Gunnison and Hinsdale County recognize that families may have immediate and short-term needs for financial assistance that, if met, can quickly stabilize the family/assistance unit, thereby diverting a need for ongoing cash assistance. In order to meet these needs in the community, Gunnison and Hinsdale County provide a diversion cash assistance program for qualified families.

The purpose of this policy is to identify the eligibility and suitability criteria for diversion payments, outline programmatic components associated with such payments, and establish a period of ineligibility for receiving ongoing cash assistance, barring hardship, once diversion has been issued. Maximum dollar thresholds are also established in this policy.

A diversion payment is a needs-based, cash payment designed to meet short-term needs. Payments are designed to address specific crisis situations or episodes of need and are not designed to meet basic ongoing needs.

DEFINITIONS

Assessed need - Any identified need of a client or family receiving CW grant payments beyond ordinary, routine living expenses that is designed to deal with a specific crisis situation or episode of need, is not intended to meet recurrent or ongoing needs, and will not extend beyond four months without a new assessment.

Basic Cash Assistance (BCA) - A recurrent cash payment intending to meet ongoing needs.

Client - A current or past applicant or a current or past recipient of a CW grant payment.

Colorado Works - The TANF program in Colorado.

County worker - An employee or designated representative of the county department.

Diversion - A short-term cash payment (not to extend beyond four (4) months) intended to meet an episode of need.

Statewide automated system - The electronic platform used to calculate public assistance program benefits and grant payments.

Supportive payment - A payment and/or service in addition to basic cash assistance or diversion that is based on an assessed need.

Workforce Development (WD) - The program provided to clients determined to be work eligible as described in section 3.607.

POLICY

In Gunnison and Hinsdale County, diversions are made when:

- There is no need for ongoing support to meet the identified need,
- There is no need for extensive case management or services, and
- The payment is expected to substantially promote or maintain an assistance unit's economic well-being.

Gunnison and Hinsdale County provide cash diversion payments not to exceed \$10,000 total per assistance unit to eligible and suitable clients based upon an established need, in conjunction with the determination that the need is not expected to be ongoing.

Eligibility

To receive a diversion payment, non-financial eligibility criteria for basic cash assistance (BCA) must be met such that the assistance unit could receive a BCA grant payment as determined by the statewide automated system. As is required to receive BCA, the assistance unit must contain an eligible child or pregnancy, and provide for the needs of clients who are lawfully present in order to receive a diversion. (A diversion may be paid to an assistance unit in which only a child is lawfully present.)

Assistance units whose countable income meets the BCA income guidelines (needs standard) may be eligible for a diversion payment. In Gunnison and Hinsdale County, diversion can be issued to assistance units whose countable income exceeds the needs standard and is less than \$75,000 annually.

Assessment, Need and Suitability

Gunnison and Hinsdale County assess members of the assistance unit at the time of a Colorado Works application and at other relevant times to identify whether BCA or diversion is the most beneficial program for the client. In addition to identifying whether the client would be better served by BCA or diversion, the purpose of the assessment is to identify the needs of the client, and whether diversion is suitable to meet the short-term needs of the client such that they will be able to meet their long-term economic security goals. Assessment for diversion may take place through informal discussion during the eligibility interview and is not required to take place using a specific form. Case comments must identify that diversion was considered, and reasons why BCA or diversion was determined to be the most appropriate option for assistance.

A diversion assistance unit must demonstrate a specific short-term need which, if met, will stabilize the assistance unit, and is likely to ensure long-term economic well-being.

The following criteria must be established:

- The client does not need long-term cash assistance.
- The client demonstrates a specific short-term need. (The estimated cost of the need may be established without external verification by accepting a client declaration determined to be reasonable according to the Prudent Person Principle.)
- The client must have a plan to be able to support themselves ongoing if the one-time crisis situation can be resolved.

If the client has a specific short-term need, but a diversion payment is not determined to be suitable for the client, Gunnison and Hinsdale County will continue to determine eligibility for BCA and issue supportive payments to the client in accordance with the Gunnison and Hinsdale County Supportive Payment policy.

Period of Ineligibility

When a diversion is issued, a client may not receive BCA for a period of time referred to as a period of ineligibility (POI). For this reason, prior to issuing a diversion payment, Gunnison and Hinsdale County will determine that ongoing support to meet the need is not anticipated. The POI begins on the first day of the month in which the diversion payment is provided. Clients who receive a diversion payment must agree to a POI.

The POI may be waived if there is an identified hardship. Hardship for this purpose is defined as an unforeseen, unexpected and otherwise unmanageable event or crisis.

Gunnison and Hinsdale County use the following guidelines to determine the POI for a Diversion Payment:

- The POI begins on the first day of the month following the payment month.
- This assistance may not extend beyond four (4) months, and those who receive a diversion payment must agree to a 12-month period of ineligibility (POI) for Colorado Works (both basic cash assistance and diversion), barring hardship.
- Hardship for this purpose is defined as an unforeseen, unexpected and otherwise unmanageable event or crisis. The period of ineligibility may be waived if there is an identified hardship.

The length of a POI may not exceed the length of time it would have taken the client to receive the equivalent of the diversion payment in BCA.

Payment

Diversion payments will be made through CBMS. A diversion payment may not exceed \$10,000 per assistance unit. The actual payment amount of each diversion will be based on the client's estimated need. A diversion payment will not be issued in an amount that is less than the client would receive in BCA during the time period of the POI.

The County Director or designee has the discretion to override the amount of a diversion if a hardship exists. In Gunnison And Hinsdale County, the County Director designates override decisions to the Deputy Director.

In addition to diversion payments, eligible clients may receive supportive payments based on the assessed needs of the assistance unit. After a diversion payment has been issued to a client, the client shall not be asked to verify how the funds were spent.

Allowable Use of Funds

Diversion assistance may be used to assist clients with any short-term need identified by Gunnison and Hinsdale County which, if met, will help to alleviate the client's identified barriers to employment or economic well-being, except for the following needs:

- Medical services (except for family planning, therapy/counseling, and dental services that are not covered by Health First Colorado).
- Needs covered by Title IV of Social Security Act that supports children in foster care.
- Needs of a client's children who are not in the home.
- Juvenile justice related services.
- Purchase of a capital asset (such as a car, home, investment property, etc.) greater than \$5,000.

Terms

Prior to issuing a diversion payment in Gunnison and Hinsdale County, a discussion takes place with the client to establish the following:

- The reason why ongoing cash assistance is not a need.
- The client understands and agrees to the POI.

- The possible impacts on other assistance, including the loss of categorical eligibility for SNAP, transition to low income childcare through the Colorado Child Care Assistance Program, and any other programs the client may benefit from through other agencies.

The discussion shall be documented through comments in the statewide automated system within five business days of the date of the diversion discussion.

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

DATE



POLICY TITLE Domestic Violence	REFERENCE C.R.S. 26-2-716 9 CCR 2503-6
POLICY NO. XXX – CWP	EFFECTIVE DATE March 01, 2022
DIVISION DIRECTOR APPROVAL	BOARD OF COUNTY COMMISSIONERS ADOPTION DATE

BACKGROUND & PURPOSE

The presence of domestic violence (also known as family violence) may prevent a client from engaging with the standard components of the Colorado Works (CW) program. The purpose of the policy is to identify how Gunnison and Hinsdale County will support clients impacted by domestic violence (DV), as defined in Colorado Works program rules.

DEFINITIONS

Client - A current or past applicant or a current or past recipient of a CW grant payment.
Colorado Works - The Temporary Assistance for Needy Families (TANF) program in Colorado.
County worker - An employee or designated representative of the county department.
Domestic violence - (also known as family violence) means a pattern of coercive control one individual inflicts upon another in the context of familial, household, or intimate partner (current or former) relationships including marriage and dating. Violence may be inflicted through a variety of means including, but not limited to:

- A. Physical acts threatening or resulting in physical injury to the individual, including hitting, punching, slapping or biting;
- B. Intimidation resulting in fear of imminent bodily harm through the use of gestures, displays of weapons, or destruction of property, including pets;
- C. Threats of or attempts at physical or sexual abuse or other means of coercion and control, including harm to or threats to harm children, other family members, or pets;
- D. Sexual abuse or threats to inflict nonconsensual sexual acts, including sexual activity with a minor;
- E. Mental, emotional, or psychological abuse including degradation, constant put-downs, or humiliation that results in a reduced ability to engage in daily activities;

- F. Isolation from friends, family, or any type of emotional support system;
- G. Neglect or deprivation of medical care;
- H. Stalking;
- I. Economic abuse or control of finances through withholding money or sabotaging attempts to attain economic self-sufficiency; and/or,
- J. Child molestation, incest.

DV survivor - Any person who has experienced or is experiencing DV as defined above.

Good cause - means circumstances beyond the control of the client. Good cause includes, but is not limited to, medical emergencies or hospitalization; a client who has a disability or other medical condition(s) requiring additional time and/or assistance; a delayed appointment with the Social Security Administration beyond the client's control; or other good cause determined reasonable by the county department using the prudent person principle, including the reasons outlined in 3.608.3. Related to the appeal process, the following circumstances do not constitute good cause: an excessive workload of a party or his or her representative or attorney; when a party obtains legal representation in an untimely manner; a party or his or her representative or attorney's failure to either receive or timely receive, a timely mailed initial decision, or other timely mailed correspondence from the Office of Administrative Courts, the Office of Appeals, or the county department; when a party or his or her representative or attorney has failed to advise the Office of Administrative Courts, the county department, or the Office of Appeals of a change of address or failed to provide a correct address; or any other circumstance which was foreseeable or preventable.

Statewide automated system - The electronic platform used to calculate public assistance program benefits and grant payments.

Workforce Development (WD) - The program provided to clients determined to be work eligible as described in section 3.607.

POLICY

Gunnison and Hinsdale County allow clients to voluntarily and confidentially self-identify as survivors of DV, by providing multiple, safe opportunities for clients to disclose this information, and using trained staff to conduct routine assessments. Screening, assessment and discussions about DV occur in a private confidential area.

Screening and Assessment

Every adult or minor parent on Colorado Works (including clients on child-only cases) must be screened for DV by a worker certified in the Family Violence Option (FVO) at the time of application, before completing a child support referral. Verbal screenings for DV must take place in a private, confidential area where the conversation cannot be overheard by others, and where the client's partner or children are not present. If a conversation is taking place over the phone or by a virtual meeting, the county worker will determine if the client is in a safe environment before discussing the topic. If a confidential environment is not available where a verbal discussion would not be overheard, the screening might be performed non-verbally (using a screening document or form), or the conversation might be deferred to another time. If the screening for DV must be deferred, the county will identify that child support good cause is pending in the statewide automated system to ensure that referrals to child support are not made before the client has been screened. DV screenings or discussions will not be initiated, verbally or nonverbally, in the presence of another adult without the CW client's approval.

The State Department *Domestic Violence Screening Form* is a tool that must be added to a client's case file as a record that a screening occurred. Because one "yes" for any item is sufficient to identify a client as a survivor of DV, workers are not required to ask all questions on the form. The individual who conducted the screening and the date it was completed must be documented in the statewide automated system.

When a DV screening identifies the client as a survivor of DV, Gunnison and Hinsdale County will assess the client to determine their needs for support, referrals and waivers.

Self-disclosed information remains confidential, unless information disclosed triggers a mandatory reporting requirement or there is an immediate threat to the safety of the client or others.

Waiver

Gunnison and Hinsdale County will offer the following good cause waivers for DV survivors:

1. Child Support Services: Gunnison and Hinsdale County must offer a child support referral waiver to the DV survivor.
 - a. Gunnison and Hinsdale County will ensure waivers are offered timely and efficiently through the following:
 - i. The determination for the waiver is made during the initial appointment by the intake worker or by the case manager if the initial screening for DV has been deferred.
 - ii. The worker uses the prudent person principle to determine if the client meets the criteria to offer the waiver.
2. Work activities: If a client is identified as a survivor of DV that interferes with the safety and/or ability to participate in the CW Workforce Development (WD) program, Gunnison and Hinsdale County will offer the client a waiver.
3. Time Clock: If a client is identified as a survivor of DV that has reached or is nearing their 60th month on TANF, Gunnison and Hinsdale County will offer the client a 60 month time limit extension according to the Gunnison and Hinsdale County Hardship Extension policy.

Gunnison and Hinsdale County will involve the client in the decision to grant a waiver and the client may accept or refuse any waiver offered. Clients will also be provided information about and, if requested, enrolled in the statewide Address Confidentiality Program. This referral and associated services will be captured in the Individualized Plan (or in case comment for child-only cases). A continued FVO waiver must be reassessed and documented in the statewide automated system every six months.

Waivers will be accompanied by documentation in the statewide automated system describing the following:

1. Past, present and ongoing impact of family violence on the client and family.
2. The client's connections to advocacy groups, available resources and support systems.
3. Safety planning (details of the plan do not need to be documented).
4. Participation in and/or waiver work components.
5. Opportunities to improve financial security while maintaining the safety of the client.

Referrals

Gunnison and Hinsdale County provides referrals to appropriate DV advocacy, counseling, and support services, to include Project Hope, law enforcement and legal aid. Brochures and other informational handouts regarding domestic and family violence issues are distributed and available in English and Spanish to all CW clients. The information is located in the lobby and all common areas. The information includes, but is not limited to, material from local DV providers and victim advocates.

Training

Gunnison and Hinsdale County staff and any contractor who plays a role in working with CW clients (i.e. intake, eligibility, assessment, case management, investigations, or workforce development) will receive state-sponsored training in recognizing, responding, and referring survivors and/or perpetrators of DV, including associated impacts on economic independence and community resources. After initial training, refresher training will be taken at least once every five years. Gunnison and Hinsdale County supplements state training with internal training provided in collaboration with the local and/or state DV programs or agencies. Gunnison and Hinsdale County will verify that internal staff and contracted staff members as described in this paragraph have been trained.

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

DATE



POLICY TITLE Hardship Extensions	REFERENCE C.R.S. 26-2-716(5) 9 CCR 2503-6
POLICY NO. XXX – CWP	EFFECTIVE DATE March 01, 2022
PROGRAM MANAGER APPROVAL	DIVISION DIRECTOR APPROVAL

BACKGROUND & PURPOSE

This policy ensures extensions to Colorado Works grant payments are provided where appropriate and as feasible, within federal and state program guidelines. An assistance unit containing an individual who has received Federal TANF assistance in Colorado or another state(s) as an adult for sixty (60) cumulative months may not be eligible for Federal TANF assistance unless granted an extension by the county department due to hardship.

The purpose of this policy is to establish the criteria for a hardship extension beyond 60 months for Colorado Works.

DEFINITIONS

Assessed need - Any identified need of a client or family receiving CW grant payments beyond ordinary, routine living expenses that is designed to deal with a specific crisis situation or episode of need, is not intended to meet recurrent or ongoing needs, and will not extend beyond four months without a new assessment.

Basic Cash Assistance (BCA) - A recurrent cash payment intending to meet ongoing needs.

Client - A current or past applicant or a current or past recipient of a CW grant payment.

Colorado Works - The TANF program in Colorado.

County worker - An employee or designated representative of the county department.

Diversion - A short-term cash payment (not to extend beyond four (4) months) intended to meet an episode of need.

Statewide automated system - The electronic platform used to calculate public assistance program benefits and grant payments.

Supportive payment - A payment and/or service in addition to basic cash assistance or diversion that is based on an assessed need.

Workforce Development (WD) - The program provided to clients determined to be work eligible as described in section 3.607.

Domestic violence - (also known as family violence) means a pattern of coercive control one individual inflicts upon another in the context of familial, household, or intimate partner (current or former) relationships including marriage and dating. Violence may be inflicted through a variety of means including, but not limited to:

- A. Physical acts threatening or resulting in physical injury to the individual, including hitting, punching, slapping or biting;
- B. Intimidation resulting in fear of imminent bodily harm through the use of gestures, displays of weapons, or destruction of property, including pets;
- C. Threats of or attempts at physical or sexual abuse or other means of coercion and control, including harm to or threats to harm children, other family members, or pets;
- D. Sexual abuse or threats to inflict nonconsensual sexual acts, including sexual activity with a minor;
- E. Mental, emotional, or psychological abuse including degradation, constant put-downs, or humiliation that results in a reduced ability to engage in daily activities;
- F. Isolation from friends, family, or any type of emotional support system;
- G. Neglect or deprivation of medical care;
- H. Stalking;
- I. Economic abuse or control of finances through withholding money or sabotaging attempts to attain economic self-sufficiency; and/or,
- J. Child molestation, incest.

POLICY

All clients may request an extension when a hardship exists. A client’s request for an extension can be made through PEAK, the MyCOBenefits app, verbally, or in writing. Extensions may be granted for up to six months; additional extensions may be granted if circumstances warrant the extension and it is requested prior to the end of the current extension. If a client fails to request an extension on a timely basis, an extension may be granted at the discretion of Gunnison and Hinsdale County.

Eligibility

To receive a Colorado Works hardship extension, the assistance unit must be eligible for basic cash assistance. Assistance units that contain disqualified members (ineligible non-citizens, clients serving Intentional Program Violations (IPVs), fleeing felons, and drug felons who have not completed action towards rehabilitation) are not eligible to receive an extension. Assistance units that contain excluded members (SSI recipients, recipients of other Title IV income etc.) are eligible to be considered for an extension.

Gunnison and Hinsdale County will consider an extension if the client is experiencing a hardship such as disability, legal challenges, family instability, domestic violence, or issues with finding adequate child care, housing or transportation. Gunnison and Hinsdale County will also consider an extension when employment opportunities are inadequate or unavailable due to layoffs in the area, a lack of jobs due to high unemployment rates and poor labor market in the region, working conditions that present a risk to health and safety, or available job opportunities not aligning with the present skillset of the client.

Gunnison and Hinsdale County will consider not only the client’s current hardship, but the history of the client’s experience with the TANF/Colorado Works program when making a determination to approve or deny a request.

Process

Clients who are approaching the 60-month time limit on Colorado Works assistance receive correspondence through the statewide automated system starting at 55 months. In addition to this automated correspondence, Gunnison and Hinsdale County will make all reasonable efforts to contact clients who may be eligible for an extension by phone or in person to explain the extension process and to accept a request for an extension. When an extension is requested, Gunnison and Hinsdale County will make a reasonable effort to gather any additional information about the client's situation required to make a decision.

All extension requests must be data entered into CBMS. In Gunnison and Hinsdale County, the decision to approve or deny a hardship extension is made by the clients Workforce Development case manager and Gunnison and Hinsdale County will make a determination to grant or deny the extension within 30 days of receiving the client's request. Written notification of the approval or denial will be issued through CBMS.

Clients who receive a denial of an extension request have the right to appeal and request continued benefits. Clients who are receiving continued benefits after the denial of a hardship extension request and continue to work with a case manager may receive supportive payments at Gunnison and Hinsdale County's discretion according to the Gunnison and Hinsdale County Other Assistance and Supportive Payments Policy.

Gunnison and Hinsdale County must work with clients to develop a plan to address the causes of the extension. This may include goals that are part of a client's Individualized Plan, action items to connect with county and community supports, and any other guidance that would be beneficial to stabilize the household. The desired outcome of the plan is for the client to transition off of Colorado Works at the end of the hardship extension.

County Utilization of Hardship Extensions

Up to 20% of the statewide Colorado Works caseload may be granted an extension beyond the 60-month lifetime limit due to hardship. The State of Colorado will notify counties if a concern is identified with nearing the 20% caseload limit, and if such a concern has not been identified, Gunnison and Hinsdale County will consider all requests for hardship extensions without regard to limiting the number of cases that are granted extensions.

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

DATE



POLICY TITLE Other Assistance and Supportive Payments	REFERENCE C.R.S. 26-2-706.6; 26-2-709 9 CCR 2503-6
POLICY NO. XXX – CWP	EFFECTIVE DATE March 01, 2022
DIVISION DIRECTOR APPROVAL	BOARD OF COUNTY COMMISSIONERS ADOPTION DATE

BACKGROUND & PURPOSE

Colorado Works (CW) is Colorado's Temporary Assistance for Needy Families (TANF) program. Through the program, clients receive help becoming self-sufficient by strengthening their family's economic and social stability. CW serves as a financial safety net for children and their caretakers. Gunnison and Hinsdale County conducts thorough assessments for the whole family to ensure other assistance and supportive payments are provided for all identified needs.

The purpose of this policy is to provide Gunnison and Hinsdale County workers the guidelines and requirements when administering other assistance or supportive services to clients.

DEFINITIONS

Assessed need - Any identified need of a client or family receiving CW grant payments beyond ordinary, routine living expenses that is designed to deal with a specific crisis situation or episode of need, is not intended to meet recurrent or ongoing needs, and will not extend beyond four months without a new assessment.

Basic Cash Assistance (BCA) - A recurrent cash payment intending to meet ongoing needs.

Client - A current or past applicant or a current or past recipient of a CW grant payment.

Colorado Works - The TANF program in Colorado.

County worker - An employee or designated representative of the county department.

Diversion - A short-term cash payment (not to extend beyond four (4) months) intended to meet an episode of need.

Statewide automated system - The electronic platform used to calculate public assistance program benefits and grant payments.

Supportive payment - A payment and/or service in addition to basic cash assistance or diversion that is based on an assessed need.

Workforce Development (WD) - The program provided to clients determined to be work eligible as described in section 3.607.

POLICY

Gunnison and Hinsdale County provides supportive payments and other assistance to all eligible CW clients in accordance with federal law, state rule, and the guidelines outlined in this policy.

Eligibility

Clients are able to receive supportive payments if they have an assessed need and:

- They are receiving BCA, or
- They received a diversion payment in that month (see the Gunnison and Hinsdale County Diversion Policy), or
- They are a non-custodial parent who needs assistance attaching to or retaining employment who is lawfully present and has annual income under \$75,000.

Assessed Needs

An assessed need is any identified need beyond ordinary, routine living expenses that is designed to deal with a specific crisis situation or episode of need, is not intended to meet recurrent or ongoing needs, and will not extend beyond four months without a new assessment.

Assessed needs may include:

- Paying for school or training programs
- Transportation
- Personal care or clothing
- Housing
- Childcare
- Financial planning and budgeting
- Mediation for non-custodial parents
- Counseling/rehabilitation
- Incentives for goal achievement
- Incentives for gaining and/or maintaining employment
- Special medical needs (family planning, therapy/counseling, and dental services) that are not covered by Health First Colorado
- Needs of the children in the family including extracurricular activities, incentives for grades/school attendance, and technology
- Any other identified need that will help to stabilize the client or whole family

Gunnison and Hinsdale County will assess non-work eligible families for other assistance and/or supportive payments at each eligibility interview, at minimum. Work eligible clients must be assessed for supportive payments by a county worker at least once every 90 days. The results of an assessment or discussion to identify assessed needs for other assistance and/or supportive payments shall be documented in case comments in the statewide automated system within five business days of the assessment date.

Supportive Payments

Gunnison and Hinsdale County may address assessed needs by issuing supportive payments through the statewide automated system (the Colorado Benefits Management System (CBMS)) to the client's Electronic Benefit Transfer account or as a CBMS direct vendor payment, or through other supports offered by community providers. Gunnison and Hinsdale County other assistance or supportive payments may not exceed \$4,000 in a single payment transaction and \$4,000 per year. The HHS Director, or designee, must document such hardship in CBMS. Other assistance payments or supportive payments funded through other programs/resources (monetary or not) do not count towards a client's lifetime supportive payment limit. The County Director Deputy Director has the discretion to override the amount of other assistance or supportive payments issued to a CW client or family.

Clients may request supportive payments at any time through PEAK, the MyCOBenefits application, verbally, or in writing. Gunnison and Hinsdale County shall take action on all other assistance or supportive payment requests within ten calendar days from the date of request by the client or family. All requests for and decisions to approve or deny supportive payments shall be documented in CBMS within five business days.

Clients may appeal supportive payment denial decisions and Gunnison and Hinsdale County will adhere to the county and State's appeal process.

Unallowable Supportive Payments

The below assessed needs are not eligible for supportive payments:

- Medical services (except for family planning, therapy/counseling, and dental services that are not covered by Health First Colorado)
- Needs covered by Title IV of the Social Security Act that supports children in foster care
- Needs of a client's children who are not in the home
- Juvenile justice related services
- Purchase of a capital asset (such as a car, home, investment property, etc.) greater than \$5,000

Gunnison and Hinsdale County will provide resources and referrals to clients who demonstrate these assessed needs but will not issue monetary payments to meet the need.

Referrals

- Gunnison and Hinsdale County workers are responsible for connecting CW clients to resources that will help support their long-term economic security, as well as ensuring clients receive appropriate support in a timely manner. The purpose of referrals is to connect clients with various services available within the community, which clients can continue to access after leaving the CW program. Educational achievement within 30 days of completing a GED certification or high school diploma(up to \$500)
- Vocational certificate(up to \$500)
- College degree(up to \$500)
- Completion of six full months of full time employment, 30 hours per/week, verified by employer(up to \$500)
- Youth/child completion of three months of life skills classes(up to \$50)
- A onetime payment match, up to \$1000, for CW participants for closing on a home, higher education, business capitalization, transportation of other life –altering enhancement.
- Incentives will be defined in an IRC and pre-approved by HHS Director or designee.
- Workers shall provide referrals for all families.

Referrals include but are not limited to:

- Housing Services
- Transportation assistance
- Client advocacy services
- Prevention and intervention
- Health services, including treatment and therapy
- Domestic violence supports
- Legal services, including mediation
- Food resources

Employment Incentives:

Gunnison and Hinsdale County will also issue incentives with supportive payment funding, per the below guidelines and limits:

- Educational achievement within 30 days of completing a GED certification or high school diploma(up to \$500)
- Vocational certificate(up to \$500)
- College degree(up to \$500)
- Completion of six full months of full time employment, 30 hours per/week, verified by employer(up to \$500)
- Youth/child completion of three months of life skills classes(up to \$50)
- A onetime payment match, up to \$1000, for CW participants for closing on a home, higher education, business capitalization, transportation of other life –altering enhancement.
- Incentives will be defined in an IRC and pre-approved by HHS Director or designee.

Non-Custodial Parent Supportive Payments

To support the multi-generation framework, Gunnison and Hinsdale County may provide supportive payments listed in this policy, and based on an assessed need to non-custodial parents to assist with obtaining and retaining employment. Non-custodial parents should be able to engage in and pay child support payments as a result of these supportive payments.

When requested, Gunnison and Hinsdale County will provide any external documents, for State review, relating to supportive payments outside of this policy.

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

DATE



POLICY TITLE Substance Abuse	REFERENCE C.R.S. 26-2-706.6(7) 9 CCR 2503-6
POLICY NO. 000 – CWP	EFFECTIVE DATE March 1, 2022
DIVISION DIRECTOR APPROVAL	BOARD OF COUNTY COMMISSIONERS ADOPTION DATE

BACKGROUND & PURPOSE

The Colorado Works (CW) Workforce Development (WD) program is designed to engage clients with services, opportunities, resources and tools needed to successfully obtain employment. For clients who are not able to work, the Colorado Works program offers support and services to increase employability and promote family safety and stability.

Gunnison and Hinsdale County values the importance of educating program workers about substance abuse, controlled substance abuse, and other disorders to support family safety and stability.

- Substance abuse may include alcohol, recreational substances, prescription medicine, and other legal and illegal substances when consumed too much or in methods that are harmful to themselves and others, may impact the client’s ability to obtain and maintain a job.
- Controlled substance abuse is the use of an illegal drug that can have a detrimental effect on a person's health and welfare, and cause physical and mental dependence.

Gunnison and Hinsdale County is electing to implement a CW controlled substance program. This policy outlines the requirements for Gunnison and Hinsdale County workers and clients related to participation in a controlled substance abuse program when the use of a controlled substance prevents the client from successfully participating in a WD work activity.

DEFINITIONS

- Client** - A current or past applicant or a current or past recipient of a CW grant payment.
Colorado Works - The Temporary Assistance for Needy Families (TANF) program in Colorado.
County worker - An employee or designated representative of the county department.
Basic cash assistance - means a recurrent cash payment intending to meet ongoing needs.

POLICY

Any CW client who indicates using controlled substances, must have a referral to a Certified Addictions Counselor (CAC) for a substance abuse assessment and the referral must be documented on the Individualized Plan (IP).

Gunnison and Hinsdale County requires WD clients to participate in a controlled substance abuse program if:

- The client discloses the use of controlled substances and is unable to successfully participate in a WD work activity.
- An assessment by a CAC demonstrates that the client is likely using controlled substances and the client is unable to successfully participate in a WD work activity.

Referral

Gunnison and Hinsdale County workers must refer WD clients who are required to participate in a controlled substance abuse program to a certified drug treatment provider for an assessment and the development of a rehabilitation plan. The Gunnison and Hinsdale County worker and WD client will develop an IP with the referral to the certified drug treatment provider. The IP must also include the date the client will report their rehabilitation plan requirements to the Gunnison and Hinsdale County Worker. The referral date must be documented in case comments in the statewide automated system within five business days.

Monitoring

The WD client shall inform the Gunnison and Hinsdale County worker of their rehabilitation plan requirements to modify the IP with the client's rehabilitation plan requirements. Rehabilitation plans may include:

- Attending rehabilitation classes
- Conducting random testing
- Other activities based upon the assessment of and developed by the certified drug treatment provider

The Gunnison and Hinsdale County worker will document the modification of the IP in the client's case comments in the statewide automated system within five business days. General case comments summarizing the rehabilitation plan suffice. Detailed plan descriptions are not required in case comments.

A sanction will not be imposed if the client cannot participate in the rehabilitation plan for one of the below good cause reasons:

- Lack of transportation
- Lack of childcare
- The cost of the rehabilitation service is prohibited

In addition, WD clients will not be sanctioned for not participating in a rehabilitation plan if rehabilitation services are not available. This policy does not create an entitlement to rehabilitation services or to payment for rehabilitation services. However, Gunnison and Hinsdale County workers shall assess a client's needs and provide supportive payments to assist clients with following through with rehabilitation plan requirements.

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

DATE



POLICY TITLE Workforce Requirements & Employment Outcomes	REFERENCE C.R.S. 26-2-703(21); 26-2-711(1)(b) and (5)(a)(b); 26-2-714(5.5) 9 CCR 2503-6
POLICY NO. XXX – CWP	EFFECTIVE DATE March 1, 2022
DIVISION DIRECTOR APPROVAL	BOARD OF COUNTY COMMISSIONERS ADOPTION DATE

BACKGROUND & PURPOSE

The Colorado Works (CW) Workforce Development (WD) program is designed to engage clients with services, opportunities, resources and tools needed to successfully obtain employment. For clients who are not able to work, the CW WD program offers support and services to increase employability and promote family safety and stability.

The purpose of this policy is to ensure Gunnison and Hinsdale County workers provide work-eligible clients opportunities to engage in initial and ongoing program activities. This policy also provides guidance on how to deliver employment and training services, and utilize program resources, such as the Work Verification Plan and the Work Activity Definition Guide to connect clients to employment and training activities.

DEFINITIONS

Assessed need - Any identified need of a client or family receiving CW grant payments beyond ordinary, routine living expenses that is designed to deal with a specific crisis situation or episode of need, is not intended to meet recurrent or ongoing needs, and will not extend beyond four months without a new assessment.

Client - A current or past applicant or a current or past recipient of a CW grant payment.

Collateral contact - A person outside the client’s household (excluding sponsor(s) and landlord who also live in the home) who has first-hand knowledge of the client’s circumstance and provides a verbal or written confirmation thereof. This confirmation may be made either in person, in writing, electronically submitted, or by telephone. Acceptable collateral contacts include but are not limited to: employers, landlords, social/migrant service agencies, and medical providers who can be expected to provide accurate third-party verification. The name/title of the collateral contact as well as the information obtained must be documented in the statewide automated system.

Colorado Works (CW) - The Temporary Assistance for Needy Families (TANF) program in Colorado.

County worker - An employee or designated representative of the county department.

Demonstrable evidence (DE) - Evidence that a client has refused to comply with the workforce program.

Good cause - means circumstances beyond the control of the client. Good cause includes, but is not limited to, medical emergencies or hospitalization; a client who has a disability or other medical condition(s) requiring additional time and/or

assistance; a delayed appointment with the Social Security Administration beyond the client's control; or other good cause determined reasonable by the county department using the prudent person principle, including the reasons outlined in 3.608.3. Related to the appeal process, the following circumstances do not constitute good cause: an excessive workload of a party or his or her representative or attorney; when a party obtains legal representation in an untimely manner; a party or his or her representative or attorney's failure to either receive or timely receive, a timely mailed initial decision, or other timely mailed correspondence from the Office of Administrative Courts, the Office of Appeals, or the county department; when a party or his or her representative or attorney has failed to advise the Office of Administrative Courts, the county department, or the Office of Appeals of a change of address or failed to provide a correct address; or any other circumstance which was foreseeable or preventable.

Prudent person principle (PPP) - Based on experience and knowledge of the program, the county department exercises a degree of discretion, care, judiciousness, and circumspection, as would a reasonable person, in a given case.

Sanction - A reduction in CW grant payments for an established period of time as a result of not participating in the WD program.

Signature - Handwritten signatures, electronic signature techniques, recorded telephonic signatures, or documented gestured signatures. A valid handwritten signature includes a designation of an x. For Individualized Plans (IP) and conditions agreements, a verbal agreement is an acceptable signature and must be substantiated with an electronic, recorded telephonic, or written agreement of the terms.

Statewide automated system - The electronic platform used to calculate public assistance program benefits and grant payments.

Supportive payment - A payment and/or service in addition to basic cash assistance or diversion that is based on an assessed need.

Workforce Development (WD) - The program provided to clients determined to be work eligible as described in section 3.607.

POLICY

Initial Workforce Development

Work Eligible Clients

Gunnison and Hinsdale County will ensure all work-eligible clients are referred to the WD program during the eligibility appointment. Cases that do not have a work-eligible adult are considered "child only" cases and these cases are not required to participate in the WD program. Clients are provided the date and time of their first WD program appointment or orientation, as well as who to contact if they need to reschedule the first appointment of their orientation. Clients have the ability to reschedule their first WD appointment or orientation within the first full month of being referred to the program.

Demonstrable Evidence

If a client does not develop an IP collaboratively with the county worker upon referral to the WD program, this shall be considered a DE which will result in the closure of the grant payment. Gunnison and Hinsdale County workers must make clients aware of demonstrable evidence during the eligibility appointment and/or when the client is referred to the WD program.

Workforce Development Screening

A WD screening must be completed within 30 calendar days from the date of application for work-eligible clients. The WD screening is conducted automatically through the statewide automated system during the Interactive Interview. The WD screening collects a client's basic skills, past employment history, and employability.

Workforce Development Assessment

Gunnison and Hinsdale County uses the State prescribed WD assessment with all work-eligible clients. The assessment must be completed at a client's first WD appointment and at least once every six months. Gunnison and Hinsdale County workers will also use the WD assessment, which will be completed at a client's first WD appointment and every six months.

- The WD assessment must be completed prior to and shall be utilized to inform the development of a client's IP.
- The WD assessment shall be documented in case comments in the statewide automated system within five business days of the assessment date..
- Gunnison and Hinsdale County workers will also use the WD assessment to determine the issuance of supportive payments.

Client's may share circumstances that impact their employability during the WD assessment, including:

- Domestic abuse
- Substance use
- Resolving medical or mental health issues
- Actively seeking social security income
- Pregnancy
- Primary care for an infant younger than 12-months
- Primary care for a disabled family member
- Child welfare involvement
- No available child care
- Lack of transportation
- Homelessness or inadequate housing
- Other family emergencies on a case-by-case basis

If these circumstances are present, the Gunnison and Hinsdale County worker must list barrier activities in the statewide automated system (Plan screen, Needs Assistance section, etc.). However, barrier activities are not required to be added to a client's IP. Client's are not required to provide documentation for the circumstances listed above. However, the client must create a plan in partnership with the county worker to remain engaged in the WD program. Gunnison and Hinsdale County workers reference the program's Work Activity Definition Guide on how to apply activities.

Condition Agreement

Gunnison and Hinsdale County workers use the State prescribed Condition Agreement that clearly outlines the expectations of Gunnison and Hinsdale County and the client. The county worker shall review the Condition Agreement with the client within 30 calendar days from the date of the WD screening.

Initial Individualized Plan

The initial IP shall be developed at the same time the Gunnison and Hinsdale County worker and client review the Condition Agreement (within 30 calendar days from the date of the WD Screening). The initial IP shall be developed collaboratively between the Gunnison and Hinsdale County worker and the client, addressing any needs, goals, and supports the client or their family may have. The initial IP shall be comprehensive including matters relating to securing and maintaining training, education, or work. No abbreviations or acronyms shall be used on the IP. The IP identifies goals and determines manageable action steps for satisfying the objectives a client has. The Gunnison and Hinsdale County worker shall ensure the client understands the terms of the initial IP and clients must sign the initial IP (see the signature criteria in the definition section of this policy). The initial IP shall be documented in case comments in the statewide automated system with five business days of the initial IP date.

Ongoing Workforce Development Case Management

Gunnison and Hinsdale County's workers must have contact with WD clients at least once every 90 days, but maintain the flexibility to meet more frequently. The contact may include an update to the IP if needed and shall include an assessment

for supportive payments (see the Franklin County Other Assistance and Supportive Payments Policy). Contact attempts that are unsuccessful shall be documented in the statewide automated system within five business days.

Ongoing Workforce Development Assessment

The State prescribed WD Assessment shall be completed at least once every six months and shall be documented in case comments in the statewide automated system. In addition, the State prescribed WD assessment must be completed by the new county of record within 30 days of a county transfer (based on the date of the transfer county code in the statewide automated system). To ensure the client is assessed timely following a county transfer, Gunnison and Hinsdale County will immediately contact the client to schedule an appointment or conduct a WD assessment over the phone.

Individualized Plan Modification

Either a client or a Gunnison and Hinsdale County WD worker may request a modification of the IP. Any modification made will result in a new IP that must have a valid form of signature (see the Definitions Section of this policy) and date by the client. If the client does not agree with the modification, they may request due process through the county and/or State level hearing process. In addition, an updated IP must be completed by the new county of record within 30 days of a county transfer (based on the date of the transfer county code in the statewide automated system). To ensure the client's IP is updated timely following a county transfer, Gunnison and Hinsdale County will immediately contact the client to schedule an appointment or update the IP over the phone. The IP will be updated immediately following the WD assessment. IP modifications or new IPs shall be documented in case comments in the statewide automated system within five business days of the new IP or IP modification date.

Work Activities

Engaged in Work Activities

Work eligible clients are required to engage in the WD program through participation in actions and activities that are selected in partnership with a Gunnison and Hinsdale County worker. All actions and activities in the IP shall relate to the outcome of both initial and ongoing assessments.

The statewide automated system shall accurately reflect all activities that a client is participating in, regardless if that activity is included in the IP. Gunnison and Hinsdale County workers will reference the Work Activity Definition guide to apply and stack appropriate activities (such as a transportation barrier activity with a job search activity). Gunnison and Hinsdale County workers will record activities in the statewide automated system within five business days of the client starting the activity.

Allowable Work Activities

Work activities are defined in greater detail in Colorado's federally approved Work Verification Plan.

Allowable work activities include:

1. Employment, such as full-time or part-time employment, subsidized employment, on the job training, and temporary employment.
2. Education, such as pursuing a degree, high school equivalency, job skills training, English as a second language courses, or pursuing a certificate.
3. Volunteer work, such as community service, work experience programs, and unpaid internships.
4. Search for work, such as applying for jobs, interviewing, attending job fairs, and attending hiring events.
5. Job readiness activities, such as interpreting labor market information, identifying references, building job search skills, building cultural competencies, substance abuse and mental health treatment, mitigating the effects of domestic violence, and rehabilitation activities.

Gunnison and Hinsdale County WD clients are considered to be engaged in WD program requirements if they are participating in any work activity listed above, a barrier activity, or any other work activity in the Work Verification Plan. Client's will report their engagement (number of hours) in a work activity in the month by the end of the following month (with the exception of work activities that allow projecting hours). Gunnison and Hinsdale County workers will reference the Work Verification Plan to allow as much flexibility as possible for the client's engagement reporting method.

- Allowable ways to report engagement include:
 - Client declaration that is made in writing, such as an email communication, or made verbally with supporting documentation entered into the state's automated system or the client's case file.
 - Examples of client declaration include, but are not limited to: a client declaring how much time is spent on a job application for their job search, a client submitting a timesheet declaring homework hours for an educational activity, or a client providing the number of hours spent in workplace soft skills training at a work experience site. If the number of hours declared by the client falls outside of generally recognized practices, additional substantiation of hours may be warranted.
 - Pay stubs, timesheets, tracking sheets, or employer-issued documentation.
 - School-issued documentation including progress reports, report cards, and attendance records.
 - Interfaced electronic data from a credible source such as the National Directory of New Hires (NDNH).
 - Colorado's Department of Labor & Employment Job Bank, also known as Connecting Colorado.
 - Collateral contact. For the purposes of substantiating hours, a collateral contact could include worksite supervisors, employers, human resource departments, school officials, or other individuals with firsthand observation or experience with the information that is being verified.
 - Projecting participation hours for up to six months at a time (for paid work activities).
 - If no other means to substantiate hours exists, PPP, which is the Gunnison and Hinsdale County workers' reasonable judgment of actual hours, can be documented.

The Gunnison and Hinsdale County worker will record a client's program engagement, through the number of hours a client has spent in an activity, in the statewide benefits management system within five business days of the client reporting, or a Gunnison County worker determining engagement in an activity.

Fair Labor Standards Act

Gunnison and Hinsdale County WD clients in paid work experience activities shall be entitled to the same wages and benefits, including but not limited to, sick leave, holiday and vacation pay, as offered to employees who are not WD clients and who have similar training or experience performing the same or similar work at a specific workplace. Clients in unpaid work experience activities are entitled to all rules under the Fair Labor Standards Act as indicated in the Work Verification Plan.

Good Cause and Re-engagement

Good Cause

Gunnison and Hinsdale County WD clients may report good cause for not engaging in WD at any time during the current application period. Verification for good cause is not required to be provided by the client. The Gunnison and Hinsdale County worker shall use the prudent person principle to determine good cause which may be reported by the client in person, virtually, telephonically, or electronically. Gunnison and Hinsdale County workers must enter good cause in the state automated system within five calendar days.

Good cause for the client may include, but is not limited to:

1. Breakdown in child care arrangements
2. Lack of available and appropriate child care
3. Remotely located without transportation
4. Breakdown in transportation arrangements with no feasible alternative
5. School obligations that frequently necessitate a parent's or caretaker's attendance

6. Loss of housing or a housing crisis that might result in homelessness or eviction
7. Medical emergencies, including mental health, substance abuse, or crisis, involving anyone in the household
8. Physical or mental disability or illness of the client or an individual in the client's care
9. Legal proceedings for the client or other immediate family members
10. Employment issues when layoffs occur, wages are below applicable federal and state minimum wage standards, working conditions present a risk to health or safety, or workers' compensation protection does not exist
11. Client's incarceration
12. Jury duty
13. Death of an immediate family member or authorized representative

Good cause does not constitute an exemption from WD program requirements or time limits. If there is good cause for not participating in the WD program, a sanction or case closure will not be imposed. Gunnison and Hinsdale County will follow the state prescribed process for re-engagement to include good cause, re-engagement, sanctioning, and closing a case.

Even though good cause does not constitute an exemption from the WD program, Gunnison and Hinsdale County workers will consider good cause when granting a program extension. See the Gunnison and Hinsdale County Hardship Extensions policy for more information.

Re-engagement

There may be instances where a client is unable to comply with WD requirements, such as:

- Missing a scheduled meeting
- Not participating with the IP

In these instances, the Gunnison and Hinsdale County worker will send a request for the client to report good cause through the client's preferred method of contact (a phone call, text message, or email) in addition to a written notice sent through the statewide automated system. The client has 11 calendar days to report good cause for being unable to comply with the WD requirements in their IP.

Gunnison and Hinsdale County workers will make every effort to re-engage clients immediately over the phone or through a virtual platform. Re-engaging clients using these methods does not require a new or updated IP and serves as the re-engagement appointment if the client provides a written or verbal waiver that written notice of the scheduled appointment (described below) is not necessary.

Scheduling the re-engagement appointment

At the time of the good cause request, the re-engagement appointment invitation will be sent through the statewide automated system. The client shall be provided written notice of the appointment at least four calendar days, but no more than 11 calendar days in advance.

The written notice shall include:

1. The date and time for the appointment.
2. The opportunity to reschedule the appointment or make other arrangements in the event of good cause.
3. The opportunity for the client to reschedule their re-engagement appointment once. However, the request to reschedule must be made prior to the original re-engagement appointment date and time.
 - a. The rescheduled appointment cannot exceed 15 calendar days from the original re-engagement appointment. Timeframes for rescheduling the re-engagement appointment include:
 - i. The Gunnison and Hinsdale County worker has four calendar days to respond to the client's request to reschedule the re-engagement appointment.
 - ii. After the Gunnison and Hinsdale County worker responds to the reschedule request, and schedules a new re-engagement appointment date, the client shall be provided written notice of

the rescheduled appointment within at least four calendar days, but no more than 15 calendar days in advance.

If the client reports good cause, or the Gunnison and Hinsdale County worker determines good cause at any time during the re-engagement schedule process, even after the 11 day calendar period the client has to report good cause, the re-engagement process ends. The Gunnison and Hinsdale County worker will enter a case comment including the date and type of contact made to determine good cause into the statewide automated system within five business days of determining good cause.

Attending the Re-engagement Appointment

Once the client attends the re-engagement appointment, with or without good cause, the re-engagement process ends. The Gunnison and Hinsdale County worker will conduct an assessment to determine if the client can benefit from supportive payments to re-engage in the program. The Gunnison and Hinsdale County worker or the client may request to modify the IP during the re-engagement appointment, but modifying the IP is not required. The assessment results and any updates made to the IP during the re-engagement appointment shall be documented in the case comments in the statewide automated system within five business days of the reengagement date.

Missing the Re-engagement Appointment

If the client misses the re-engagement appointment, and makes no attempts to reschedule prior to the scheduled appointment, and the client does not provide good cause, a sanction will be applied to the grant payment and the following process shall occur:

1. The Gunnison and Hinsdale County worker will document the unsuccessful outcomes of the attempts to re-engage the client in the statewide automated system within five business days.
2. A notice of grant payment reduction based on the sanction will be sent.
3. If good cause is provided after the unsuccessful outcome of the re-engagement attempts is entered into the statewide automated system, the sanction shall be reversed.

Exceptional Dis-engagement

If the client attends the re-engagement appointment but does not provide good cause, a sanction will not be imposed, unless the Gunnison and Hinsdale County worker determines that there has been exceptional dis-engagement by the client. Exceptional dis-engagement is evidenced by repetitive or cumulative attendance at re-engagement appointments without reporting good cause. The client's pattern of exceptional dis-engagement must clearly demonstrate repetitive dis-engagement from the program over a span of not more than two months, two consecutive times in one month or four consecutive times in two months. Gunnison and Hinsdale County workers will follow the state prescribed exceptional dis-engagement determination process before applying a sanction.

Sanctions

Effect of a sanction on the grant payment

Gunnison and Hinsdale County workers are responsible for explaining what actions may cause a sanction (see the re-engagement section in this policy), when the client will be subject to a sanction, and the sanction process defined below to all WD clients. This conversation between the Gunnison and Hinsdale County WD worker and client must occur during the review of the Condition Agreement and during all IP modifications. A case comment with a summary and date of the conversation must be entered in the statewide automated system within five business days.

The CW grant payment for the entire household shall be reduced due to a sanction imposed against a member of the assistance unit as follows:

- **First, Second, and Third level sanctions:** The reduction for the first, second, and third instance of sanction shall be 25% of the client's assistance unit's grant payment. The sanction shall be in effect for one month for each level

of sanction. A first, second, or third instance of sanction shall progress to the next level of sanction if the client does not re-engage in the WD program (defined in the re-engagement section of this policy) by the end of the month that the sanction is being served.

- **Fourth level sanction:** The reduction for a fourth level of a sanction is 100% and shall result in a case closure of the grant payment. The closure shall be in effect for one month. A new application for CW grant payments is required if the household would like to receive benefits after the sanction is served.

Serving a sanction

All sanctions imposed by Gunnison and Hinsdale County must be served by the client. If a client has had a break in the grant payment for one month or more, the sanction shall be considered served. If a client reapplies for the CW grant payment anytime within the calendar month that they are serving a sanction, the client must serve the sanction by having a reduction in benefits according to the first, second, or third level sanctions, or by having a case closed for a fourth level sanction.

Sanctioning more than one client in an assistance unit

Each CW case can experience no more than one sanction level in a month. If multiple clients in the same assistance unit have sanctions, the sanctions will be served simultaneously and at the higher sanction level when multiple sanction levels exist.

Re-engagement following a sanction

When a client who is serving a sanction contacts the Gunnison and Hinsdale County worker and indicates an interest in participating in the WD program, an assessment will be conducted and an IP will be developed. Once the IP is signed, the sanction will not progress to the next sanction level unless a new instance of non-compliance occurs. The Gunnison and Hinsdale County worker will enter the re-engagement date into the statewide automated system along with a case comment with the results of the assessment and summary of the IP within five business days of the re-engagement date.

When a client is serving a sanction based on exceptional dis-engagement, the client will be considered re-engaged when they attend a re-engagement appointment.

Appeal of a Sanction

The WD client has the right to appeal Gunnison and Hinsdale County's sanction. The client can utilize the local level dispute resolution process and/or a state level hearing process. The appeal period for proposed sanctions begins with the mailing of a notice of sanction that lists the proposed action and the client's appeal rights.

A notice of proposed action shall not be issued by Gunnison and Hinsdale County for proposed sanctions until the re-engagement process has been completed.

Sanctions from other counties and states

All sanctions shall be served when a client moves from one county to another. The new county may become aware of good cause for previous non-participation and may reverse the sanction if appropriate. Sanctions issued in other states will not be recognized in the State of Colorado.

Workforce Development Outcomes

The Gunnison and Hinsdale County worker is responsible for capturing and recording all client outcomes in the statewide automated system. The worker will check-in with the client at least once every 90 days, and more frequently if needed, to capture outcomes. Outcomes that must be recorded in the statewide automated system are:

- Progress towards goals (such as enrolling in school)

- Job attainment

Gunnison and Hinsdale County workers will make the best effort to capture and record:

- Attainment of a credential or certificate
- Job wage
- Job O*Net Code
- Job title
- Employer name

Signed by:

CHAIR, GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

DATE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Declaring the Intent to Reimburse Gunn

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Part of the financing for Sawtooth Workforce Housing Project Phase 1 - showing intent to reimburse the HA, and in keeping with Treasury Regulation §1.150-2 regarding reimbursed moneys

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/29/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/4/2022

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2022- _____

A RESOLUTION DECLARING THE INTENT TO REIMBURSE
GUNNISON COUNTY HOUSING AUTHORITY FOR CERTAIN
PRIOR CAPITAL EXPENDITURES RELATED TO THE
SAWTOOTH WORKFORCE HOUSING PROJECT PHASE 1

WHEREAS, the Gunnison County Housing Authority, Gunnison County, Colorado (the "Authority"), is a duly organized and existing public body, corporate, and politic, of the State of Colorado ("State"), created and operating pursuant to the Laws of the State; and

WHEREAS, the Authority is authorized and empowered by the Constitution and the laws of the State, including particularly Part 5 of Article 4 of Title 29 of the Colorado Revised Statutes, as amended, to issue obligations to finance and refinance the acquisition of housing projects for the benefit of persons of low income and for persons who, by virtue of age or disability, have special housing needs and to make and execute contracts necessary or convenient to the exercise of the powers of the Authority; and

WHEREAS, the Authority is authorized to lease or rent any of the dwellings or other accommodations, or any of the lands, buildings, structures, or facilities embraced in any project, and to establish and revise the rents or charges therefor pursuant to Part 2 of Article 4 of Title 29 of the Colorado Revised Statutes, as amended; and

WHEREAS, the Commissioners of the Authority (the "Commissioners"), have determined, that it is in the best interest of the Authority that the Commissioners, on behalf of the Authority, finance the acquisition, construction and equipping of approximately 12 duplex units, each of which will be a three-bed, two-bath townhome, including one garage space in a shared garage which will also have a one bedroom accessory apartment above the garage (collectively the "Sawtooth Workforce Housing Project Phase 1"); and

WHEREAS, the Commissioners have determined that it is in the best interest of the Authority to finance the Sawtooth Workforce Housing Project Phase 1 through the execution and delivery of obligations, potentially including through an appropriation based on a lease financing; and

WHEREAS, the Commissioners have determined that it is necessary to make capital expenditures to acquire and construct the Sawtooth Workforce Housing Project Phase 1 prior to the time that the Commissioners arrange for the specific financing of such Sawtooth Workforce Housing Project Phase 1; and

WHEREAS, it is the Commissioners' reasonable expectation that when such financing occurs, the capital expenditures made by the Authority will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), it is the Authority's desire that this resolution shall constitute the "official intent" of the Authority to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE GUNNISON COUNTY HOUSING AUTHORITY, GUNNISON COUNTY, COLORADO:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Commissioners or the officers or agents of the Commissioners or the Authority relating to the Sawtooth Workforce Housing Project Phase 1 is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Commissioners hereby find and determine, pursuant to the Constitution and laws of the State of Colorado, that the Sawtooth Workforce Housing Project Phase 1 and the financing of the costs to be reimbursed are necessary, convenient, and in furtherance of the Authority's purposes and is in the best interests of the of the Authority and the Commissioners hereby authorizes and approves the same.

Section 3. Financing. The Authority intends to issue obligations to finance the Sawtooth Workforce Housing Project Phase 1 in the maximum principal amount of \$6,500,000.

Section 4. Necessary Actions. The officers, employees and agents of the Authority shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Sawtooth Workforce Housing Project Phase 1 and to otherwise carry out the transactions contemplated by the resolution.

Section 5. Authorizations. The officers and employees of the Authority are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 6. Prohibitions. The Authority shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 7. Official Intent. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 8. Repealer. All bylaws, orders, and resolutions of the Authority, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the Authority, or part thereof, heretofore repealed.

Section 9. Severability. If any section, subsection, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 10. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

[The remainder of this page intentionally left blank.]

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this 4th day of October, 2022.

It is hereby certified by the undersigned that the foregoing resolution is a true and correct copy of a resolution that was adopted at a duly called [Special] Meeting of the Authority where a quorum of the Commissioners were present and that such resolution remains in full force and effect.

GUNNISON COUNTY HOUSING AUTHORITY

Jonathan Houck, Chairperson

Liz Smith, Commissioner

Roland Mason, Commissioner

Attest:

Secretary

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

October 4, 2022 – November 4, 2022

As of 9/30/2022

Board of County Commissioners

1. **BOCC Regular Meeting**
October 4, 2022, All Day @ BOCC Boardroom
[More Details](#)
2. **Joint Work Session cont'd; Gunnison Co. Board of County Commissioners and the Gunnison Co. Planning Commission**
October 6, 2022, 9:00 AM @ Planning Commission Room
Jaynes subdivision, Joint Public Hearing continued
[More Details](#)
3. **Mayors & Managers Meeting - Hosted by Gunnison County**
October 6, 2022, 12:00 PM - 1:30 PM
[More Details](#)
4. **BOCC Work Session**
October 11, 2022, All Day @ BOCC Boardroom
[More Details](#)
5. **Commissioner Mason Out of Office**
October 11, 2022, All Day
[More Details](#)
6. **BOCC Special Meeting**
October 14, 2022, All Day @BOCC Boardroom
[More Details](#)
7. **BOCC Regular Meeting**
October 18, 2022, All Day @ BOCC Boardroom
[More Details](#)
8. **BOCC Work Session**
October 25, 2022, All Day @ BOCC Boardroom
[More Details](#)
9. **BOCC Regular Meeting**
November 1, 2022, All Day @ BOCC Boardroom
[More Details](#)
10. **Mayors & Managers Meeting - Hosted by Town of Crested Butte**
November 3, 2022, 12:00 PM - 1:30 PM
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
October 18, 2022, All Day @ BOCC Board Room
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Emergency Medical Services Building I

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This IGA is with GVH Board of Trustees for financial assistance from the County to help construct a new emergency medical services building. Term is for 2022 - 2031

Fiscal Impact: \$200,000 per year

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/26/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/26/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/4/2022

EMERGENCY MEDICAL SERVICES BUILDING
INTERGOVERNMENTAL AGREEMENT

THIS EMERGENCY MEDICAL SERVICES BUILDING INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between Gunnison County, Colorado (“County”), whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (“Gunnison County”), and the Board of Trustees of the Gunnison Valley Health, whose address is 711 North Taylor, Gunnison, Colorado 81230 (“Board of Trustees” or “GVH”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended, and other applicable law.

RECITALS

WHEREAS, Colorado law permits GVH to “acquire by lease real and personal property subject to the approval of the board of county commissioners.” *See* § 25-3-304, C.R.S.;

WHEREAS, GVH desires to construct a new emergency medical services building, located in Gunnison Colorado (“Building”);

WHEREAS, GVH has requested that Gunnison County provide financial assistance to GVH for the construction of the Building;

WHEREAS, Gunnison County has agreed to provide such assistance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. OBLIGATIONS OF THE PARTIES.

1.1. Gunnison County shall:

1.1.1. Remit to GVH on or before February 1st each year the sum of Two-Hundred Thousand Dollars and zero cents (\$200,000) beginning in 2022, except in 2022 the payment will be made by October 30th 2022, and ending in 2031 (“County Funds”)

1.2. GVH shall:

1.2.1. Employ and follow without exception the Gunnison County Procurement Policy, Policy No. 1.2.10 and attached as Exhibit A to this Agreement (“Procurement Policy”), with regard to the selection and procurement of the general contractor or

construction manager for the construction of the Building, irrespective of whether County Funds are used for the purchase of such good or service.

1.2.2. Consistent with the Procurement Policy, the selection of a general contractor for the Building construction project shall be made by a Selection Committee consisting of at least two (2) persons selected by the Gunnison County Manager.

1.2.3. Consistent with the Procurement Policy and the Gunnison County Strategic Plan regarding climate impacts, all invitations for bid and requests for proposal requirements shall include a specification that the Building shall be heated and cooled by electricity only and shall not employ any natural gas, methane, fuel oil, or any other fossil fuel combusted on-site for heating and cooling systems. A back up diesel generator is permitted.

1.2.4. Consistent with the Gunnison County Strategic Plan regarding climate impacts, GVH shall include a target Energy Use Intensity (EUI) of 36 or lower in the Contracts with the Architect and Construction Manager or General Contractor.

2. **SUBJECT TO APPROPRIATION.** This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

3. **INDEMNIFICATION.** GVH agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of GVH or its employees, or agents in connection with this Agreement, and including any exemplary damages or attorneys' fees and costs.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO GVH OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, BREACH OF EXPRESS OR IMPLIED WARRANTY, COSTS OF DELAY OR FAILURE OF DELIVERY.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

6. **TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to Gunnison Valley Health, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.
7. **INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.
8. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
9. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (90) days prior written notice to the Parties.
10. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission 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 facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree

that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Board of Trustees: Chairperson, Board of Trustees
Gunnison Valley Health
711 North Taylor
Gunnison, CO 81230

Any 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.

11. GENERAL TERMS AND CONDITIONS

- 11.1. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 11.2. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 11.3. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will

a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

11.10. No Third-Party Beneficiaries. 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 Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

11.11. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

11.12. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* 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.

11.13. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

- 11.4. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 11.5. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 11.6. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 11.7. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 11.8. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 11.9. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISON COUNTY, COLORADO

**BOARD OF TRUSTEES OF
GUNNISON VALLEY HEALTH**

BY AND THROUGH ITS BOARD OF
COMMISSIONERS

By: Jonathan Houck, Chair

Date: _____



By: DONALD C. HAVER
Its: GVH CHAIR
Date: 9/13/2022

ATTEST:

By: Melanie Bollig, Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE

Term Begins: 10/01/2022

Term Ends:

Grant Contract #:

Summary:

The Master Task Order Contract is modified as follows: The Parties now agree to delete Sub Sections iv. Protected Information, v. Professional Liability Insurance, and vi. Crime

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: 9/27/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/26/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/4/2022

STATE OF COLORADO MASTER TASK ORDER CONTRACT AMENDMENT #1

COVER PAGE

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

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Master Task Order Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **October 1, 2022**, whichever is later, and shall terminate on the termination of the Master Task Order Contract or **June 30, 2027**, whichever is earlier.

4. PURPOSE

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

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

5. MODIFICATIONS

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

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATE OF COLORADO MASTER TASK ORDER CONTRACT

COVER PAGE

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

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

AG2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-04-25

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

4. STATEMENT OF WORK AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

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

B. Task Orders

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

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

i. Task Order Development

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

ii. Task Order Issuance

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

iii. Task Order Completion

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

iv. Task Order Modifications

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

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

v. Task Order Termination

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

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

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

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

vi. Option to Increase Rates

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

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

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

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

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

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

A. Contractor Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

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

iii. Automobile Liability

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

iv. Protected Information

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

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

v. Professional Liability Insurance

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

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

vi. Crime Insurance

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

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

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES AND REPRESENTATIVES

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

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

16. GOVERNMENTAL IMMUNITY

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

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

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

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

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

T. Media or Public Announcements

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

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

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

U. Stop Work Order

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

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

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

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

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

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

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

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

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

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

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

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

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

20. SAMPLE OPTION LETTER

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

3. OPTION EFFECTIVE DATE:

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

SIGNATURE PAGE

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

EXHIBIT 1 – SAMPLE TASK ORDER

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

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

1. PROJECT DESCRIPTION

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

2. PAYMENT

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

3. PERFORMANCE PERIOD

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

4. TASK ORDER EFFECTIVE DATE:

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

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p>CONTRACTOR INSERT-Legal Name of Contractor</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Person Signing for Contractor</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Effective Date: _____

--Signature Page End--

EXHIBIT A

ADDITIONAL PROVISIONS

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

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

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

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

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

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

Mail to:

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

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

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

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

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

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

2. Time Limit For Acceptance Of Deliverables.

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

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

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

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

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

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

STATEMENT OF WORK

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

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

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

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

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

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

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

BUDGET



COLORADO
 Department of Public
 Health & Environment

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

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

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

Federal Provisions - Enter title of project or program from NOA

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

1) **Federal Award Identification.**

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

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

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

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

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

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

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

EXHIBIT END

[TO BE DELETED IF NOT APPLICABLE]

Exhibit E

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

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

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

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

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

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

l. Appropriate Safeguards.

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

o. Safeguard During Transmission.

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

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

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

incident.

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

q. Business Associate's Insurance and Notification Costs.

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

A. loss of PHI data;

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

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

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

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

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

r. Subcontractors and Breaches.

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

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

s. Data Ownership.

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

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

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

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

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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

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

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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. ADDITIONAL TERMS

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE - Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

increased funding

Fiscal Impact: \$16,465.00 Increase in grant funding

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/27/2022

County Attorney Review:

Required

Not Required

Comments:

Not spotting legal issues. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/26/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/4/2022

CONTRACT AMENDMENT #2**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment Prevention Services Division-VIP/OPU 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2022*2745		
Contractor: Board of County Commissioners of Gunnison County (a political subdivison of the state of Colorado) 200 E Virginia Ave Gunnison, Colorado 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333				Amendment Contract Number: 2022*2745 Amendment #2		
Contract Performance Beginning Date: November 1, 2021				Current Contract Expiration Date: June 30, 2023		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*2745	\$0.00	\$284,734.00	\$0.00	11/1/21-6/30/22	\$284,734.00
Amendment #1	2022*2745 Amendment #1	\$0.00	\$388,535.00	\$0.00	7/1/22-6/30/23	\$388,535.00
Amendment #2	2022*2745 Amendment #2	\$0.00	\$16,465.00	\$0.00	9/28/22-6/30/23	\$16,465.00
Current Contract Maximum Cumulative Amount						\$689,734.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p>CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) For the use and benefit of the Gunnison County Department of Health Human Services</p> <p>Matthew Birnie</p> <hr/> <p>By: Signature</p> <p>County Manager</p> <hr/> <p>Name of Person Signing for Contractor</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **September 28, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce the harms associated with drug use and to develop alternatives to the criminal justice system for those who suffer from substance abuse disorder

The Parties now desire to increase funding and change Statement of Work for the following reason: to add additional funds to support deliverables and services as specified in the updated Statement of Work (SOW).

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Parties now agree to modify Exhibit B, Statement of Work, of the agreement. Exhibit B, Statement of Work, is deleted and replaced in its entirety with Exhibit B, Statement of

Work, attached to this Amendment for the following reason: to continue the services described in the Original Contract for an additional term.

- C. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: to reflect changes to the SOW and continue services.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK
To Original Contract Number 2022*2745

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

I. Entity Name: Gunnison County

II. Project Description: This health project serves to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County's local law enforcement and public health, in addition to community based organizations (CBOs). Due to an increase in drug overdose deaths, drug-related criminality, in addition to a lack of behavioral health resources in Gunnison County, this project would be beneficial to the state.

The goal of this project is to work with the Gunnison County Consortium (GCC) to convene stakeholders to support community members with substance use disorders (SUDs) including opioid use disorder (OUD), those at risk of developing a SUD, create anti-stigma campaign to increase understanding of SUD, in addition to increase awareness of behavioral health resources through the development of community resource guide. The GCC will also work with the Gunnison County Detention Center (GCDC) to develop as well as implement a Naloxone distribution policy; as well as connect residents with the peer support specialists when released from the GCDC.

During the contract period, Gunnison County will hire several behavioral health professionals, to provide referrals to medication for addiction treatment (MAT), harm reduction services, support to the Front Range MAT services, SUD services, in addition to increasing diversion from incarceration in response to behavioral health crises. MAT certification will be accessible in Gunnison County in order to expand MAT resources. To increase the quality of behavioral health services, incentivized training opportunities will be available to both behavioral health professionals in addition to law enforcement professionals.

Funding of this project is to improve Gunnison County's residents' health, reduce health care costs, criminal legal system costs, in addition to help residents in the community who enter the criminal justice system. Funding will also assist those in the broader communities who are focused on reducing harms associated with substance use in addition to recovery from SUD.

III. Definitions:

1. CAC: Certified Addiction Counselor
2. CBO: Community based organization
3. CBT: Cognitive Behavioral Therapy
4. EMDR: Eye Movement Desensitization and Reprocessing
5. GCC: Gunnison County Consortium
6. GCDC: Gunnison Detention Center
7. GVH: Gunnison Valley Health-Hospital
8. MAT: Medication for Addiction Treatment
9. MI: Motivational Interviewing,
10. OUD: Opioid Use Disorder
11. SBIRT: Screening, Brief Intervention, and Referral to Treatment
12. SUD: Substance use disorder
13. WSU: Western State University

IV. Work Plan:

EXHIBIT B

<p>Goal #1: Improve the health, well-being and equity of all Coloradans through health promotion, prevention, and access to healthcare.</p>	
<p>Objective #1: No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration.</p>	
<p>Primary Activity #1</p>	<p>The Contractor shall facilitate the GCC meetings to expand Gunnison County’s provision of substance use harm reduction services.</p>
<p>Sub-Activities #1</p>	<ol style="list-style-type: none"> 1. The Contractor shall examine the existing harm reduction services implemented in Gunnison County. 2. The Contractor shall evaluate future implementation of the expanded harm reduction services in Gunnison County. 3. The Contractor shall communicate with the existing GCC to discuss the project activities in addition to harm reduction services in Gunnison County. 4. The Contractor shall work with stakeholders to enhance community capacity to implement approved activities. 5. The Contractor shall schedule six (6) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD. 6. The Contractor shall facilitate six (6) GCC meetings annually to support community members with SUD, OUD, in addition to those at risk of developing SUD. 7. The Contractor shall write meeting minutes at each of the scheduled GCC meetings. 8. The Contractor shall schedule six (6) GCC subgroup meetings annually. 9. The Contractor shall facilitate six (6) GCC subgroup meetings annually. 10. The Contractor shall write meeting minutes at each of the scheduled GCC subgroup meetings. 11. The Contractor shall create a regional resource guide with the GCC and Southwest Opioid Council. 12. The Contractor shall create a multidisciplinary team with the GCC to: <ol style="list-style-type: none"> a. support the provision of MAT services in Gunnison County b. expand services to Crested Butte 13. The Contractor shall implement the Better Together anti-stigma campaign with the GCC to: <ol style="list-style-type: none"> a. provide information to help residents understand SUD b. provide information to increase awareness of behavioral health resources
<p>Primary Activity #2</p>	<p>The Contractor shall provide four (4) behavioral health professionals to deliver harm reduction services in Gunnison County.</p>

EXHIBIT B

<p style="text-align: center;">Sub-activities #2</p>	<ol style="list-style-type: none"> 1. The Contractor shall: <ol style="list-style-type: none"> a. hire a harm reduction clinical nurse b. employ a peer support specialist c. employ a crisis clinician d. provide support to community-identified health/recovery navigators 2. The Contractor shall assign the harm reduction clinical nurse to perform the following: <ol style="list-style-type: none"> a. provide outreach to community members at risk of SUD b. research best practices for harm reduction strategies in rural areas c. generate increased support for harm reduction strategies d. provide best practices in harm reduction service implementation e. provide HIV and Hep C testing and education 3. The Contractor shall assign the peer support specialist to perform the following: <ol style="list-style-type: none"> a. provide support to the Front Range MAT services b. provide SUD services at the Western Colorado University c. provide support to individuals actively using substances d. provide justice-involved individuals’ access to resources upon release from GCDC 4. The Contractor shall assign the crisis clinician to perform the following: <ol style="list-style-type: none"> a. provide support to individuals with SUD/ODU who are at risk of interacting with law enforcement b. provide diversion, in addition to re-entry services for individuals with SUD c. provide assessment to individuals who present for help with behavioral health issues d. provide continuity of care after initial crisis response e. provide referrals to SUD/ODU treatment services 5. The Contractor shall assign the health navigator(s) to perform the following: <ol style="list-style-type: none"> a. provide recovery support to individuals with behavioral health concerns b. provide treatment referrals to individuals with behavioral health concerns, in addition to referrals to basic need services c. provide multilingual services to residents
<p style="text-align: center;">Primary Activity #3</p>	<p>The Contractor shall develop capacity to provide naloxone, in addition to referrals to individuals released from GCDC.</p>
<p style="text-align: center;">Sub-Activities #3</p>	<ol style="list-style-type: none"> 1. The Contractor shall organize a minimum of one (1) meeting with the Gunnison County Detention Center (GCDC) to discuss the development of a naloxone distribution policy. 2. The Contractor shall create a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release.

EXHIBIT B

	<p>3. The Contractor shall conduct meetings with the Jail Based Services Clinician and Detention Center Captain to build support for Harm reduction strategies.</p>
<p>Primary Activity #4</p>	<p>The Contractor shall provide a minimum of one (1) behavioral health training to professionals in Gunnison County.</p>
<p>Sub-Activities #4</p>	<ol style="list-style-type: none"> 1. The Contractor shall create a behavioral health training curriculum with a CDPHE approved partner. 2. The Contractor shall create an electronic mail (email) advertising the behavioral health training. 3. The Contractor shall create a contact list of professionals interested in the training, including: <ol style="list-style-type: none"> a. behavioral health professionals b. law enforcement professionals c. service providers in the substance use and addiction field 4. The Contractor shall create an electronic registration form for participation in the behavioral health training. 5. The Contractor shall analyze the behavioral health training registration data collected from the electronic registration form. 6. The Contractor shall schedule four (4) training locations in Gunnison County to deliver the behavioral health training. 7. The Contractor shall provide training details to registered participants by email. 8. The Contractor shall use a sign-in sheet to track the number of professionals attending the training. 9. The Contractor shall provide the training to a minimum of ten (10) behavioral health professionals. 10. The Contractor shall provide the training to a minimum of four (4) professionals in the field of law enforcement. 11. The Contractor shall determine the method of presenting the training from the following options: <ol style="list-style-type: none"> a. online platform b. in-person c. hybrid training 12. The Contractor shall distribute the behavioral health training materials to the registered professionals. 13. The Contractor shall facilitate the behavioral health training. 14. The Contractor shall provide a Question and Answer session after the behavioral health training.

EXHIBIT B

	<p>15. The Contractor shall provide additional training opportunities in the following best-practice interventions:</p> <ul style="list-style-type: none"> a. Certified Addiction Counseling (CAC) b. Eye Movement Desensitization and Reprocessing (EMDR) c. Motivational Interviewing d. Screening, Brief Intervention, and Referral to Treatment (SBIRT) e. Cognitive Behavioral Therapy (CBT) f. harm reduction for people who use substances g. trauma-informed services <p>16. The Contractor shall create a follow-up survey to assess training effectiveness.</p> <p>17. The Contractor shall administer the survey to all attendees of the training.</p> <p>18. The Contractor shall analyze the results of the survey to inform training improvements.</p>
<p>Primary Activity #5</p>	<p>The Contractor shall provide public awareness of behavioral health resources to residents in Gunnison County.</p>
<p>Sub-Activities #5</p>	<ul style="list-style-type: none"> 1. The Contractor shall organize a minimum of two (2) community forums on SUD prevention, treatment, in addition to recovery. 2. The Contractor shall determine the method of hosting the community forums from the following options: <ul style="list-style-type: none"> a. online platform b. in-person c. hybrid forum 3. The Contractor shall provide the location of the community forums by email. 4. The Contractor shall organize an anti-stigma campaign. 5. The Contractor shall disseminate information about SUD through the anti-stigma campaign to increase public awareness.
<p>Primary Activity #6</p>	<ul style="list-style-type: none"> 1. The Contractor shall: <ul style="list-style-type: none"> a. complete a CDPHE approved monthly progress report. b. complete a CDPHE approved quarterly progress report. c. complete a CDPHE approved annual progress report.

EXHIBIT B

<p style="text-align: center;">Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide a monthly and annual progress report template which shall include: <ol style="list-style-type: none"> a. Primary and sub- activity progress summary. b. The most current data available including the demographics and number of people participating in interventions. c. Process and outcome evaluation data as specified in the grantee’s evaluation plan. d. Documentation of any activities between law enforcement, LPHAs and community-based organizations. e. Challenges and successes encountered. f. Any requests for technical assistance or training. 3. The Contractor shall follow information at https://www.colorado.gov/pacific/cdphe/opioid-prevention. This website is incorporated and made part of this contract by reference. 4. The Contractor shall facilitate regular meetings with stakeholders throughout planning and implementation of the approved activities. 5. CDPHE will provide technical assistance to the Contractor regarding selected overdose prevention activities which may include: provider education; community education; community-level interventions; targeted naloxone distribution; data; evaluating local efforts to implement effective strategies 6. The Contractor shall work with all stakeholders to enhance community capacity to implement approved activities. 7. The Contractor shall attend CDPHE approved trainings and meetings. 8. CDPHE will provide the Contractor with technical assistance for evaluation planning and implementation. 9. The Contractor shall submit all deliverables to the Harm Reduction Grant Program Coordinator via email.
<p style="text-align: center;">Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Creation of a community resource guide to increase awareness of available behavioral health services in Gunnison County. 2. Implementation of a SUD anti-stigma campaign. 3. Increased linkage to care for individuals with a substance use disorder through connection with peer specialists and health navigators. 4. Increased support to individuals with SUD/ODU who are at risk of interacting with law enforcement through connection with a crisis clinician. 5. Creation of a process document with the GCDC to connect individuals with the peer support specialist in addition to the health navigator upon release. 6. Provision of a minimum of one (1) behavioral health training. 7. Provision of minimum of one (1) community forum on substance use, treatment, and recovery resources.
<p style="text-align: center;">Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Implementation efforts of SOW activities to reduce the negative effects of drug use by residents in Gunnison County Colorado by building a care continuum between Gunnison County’s local law enforcement and public health, in addition to community based organizations (CBOs) in the following reports: <ol style="list-style-type: none"> a. Monthly Progress Report. b. Quarterly Progress Report.

EXHIBIT B

	c. Annual Progress Report	
		Completion Date
Deliverables	1. The Contractor shall submit a CDPHE approved monthly progress report.	No later than the 15th of each month
	2. The Contractor shall submit a CDPHE approved quarterly progress report.	No later than 15 days after the quarter ends.
	3. The Contractor shall submit a CDPHE approved annual progress report.	No later than 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Harm Reduction Grant Program Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

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



COLORADO

Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM Original Contract Routing # 2022*2745

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services kcommerford@gunnisoncounty.org (970) 642-7393	
Budget Period	9/28/22 - 06/30/2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant (970) 641-7976 jwise@gunnisoncounty.org	
Project Name	Gunnison County Consortium	Contract/Encumbrance Number	CT FHLA 2022*2745	
Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Grant Director	Completes all grant required activities, reporting, and fiscal oversight. <i>No change</i>	\$58,400.10	\$0.00	\$58,400.10
				\$0.00
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Consortium Coordinator	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders, <i>No change</i>	\$26,520.00	\$0.00	\$26,520.00
Data Analyst	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends, <i>No change</i>	\$28,860.00	\$0.00	\$28,860.00
Health Educator - Harm Reduction	Works with the consortium and partners to research harm reduction strategies that have been successfully implemented in Colorado and across other similar communities. Implement harm reduction education, strategies across the community. HIV, Hep C education and testing, explore safe needle disposal and exchange, SBIRT screening and case management with families at risk <i>Revision: This position was originally written into the grant as a nurse position and after 6 months of posting the position we were unable to hire the position so we modified the position to be a Health Educator. During this time we hosted harm reduction education and found the community was ready for more harm reduction strategies and would need a clinical nurse position within the next year to move forward with some of our strategies. The nurse position will research successful harm reduction strategies in similar communities and work with our MAT services to provide testing and education at service site. Having a clinical position provides a deeper relationship with the medical community and help build support for harm reduction strategies.</i>	\$47,299.20	(\$47,299.20)	\$0.00
Health/Recovery Navigators	Health Navigators are responsible for supporting community members with accessing basic needs and behavioral health services. Health navigators are established in the community and have prior experience providing services to Gunnison County residents. Health navigators are required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. Health navigators will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigators will track the number of people contacted and the linkage to care services provided. Compensated \$25/hr * 8 hours a week= \$200.00, 3 health navigators * \$200/wk, not to exceed \$10,400 per year/per navigator. <i>Position moved from Supplies and Operating to Personal Services-Hourly Employees due to Contractor Accounting Policy, amount remains the same.</i>	\$0.00	\$31,200.00	\$31,200.00

Clinical Nurse - Harm Reduction	<i>The Clinical Nurse position will research successful harm reduction strategies in similar communities and work with our MAT services to provide HCV/HIV testing and education at service site. Having a clinical position provides a deeper relationship with the medical community and help build support for implementation of harm reduction strategies. Position 30hrs a week x 39 weeks. \$38.72/hr and 14.50 fringe=\$53.22/hr</i>	\$0.00	\$62,267.40	\$62,267.40
				\$0.00
Total Personal Services (including fringe benefits)		\$161,079.30	\$46,168.20	\$207,247.50
Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Consortium Meeting Expense	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Six anticipated coalition meetings for 25 people x \$10/pp. <i>No change</i>	\$1,500.00	\$0.00	\$1,500.00
Zoom Platform	Virtual meeting capability -1/2 of the cost due to 50% used on HRGF Program in order to allow those who are unable to attend in person can participate equally. All meetings will have an in-person and virtual option. <i>No change</i>	\$750.00	\$0.00	\$750.00
Training for SUD/OD	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling, Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for four events--trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours. <i>No change</i>	\$8,000.00	\$0.00	\$8,000.00
Education/Forums Expenses	Costs to host two (2) community forums on Substance use disorder prevention, treatment, and recovery. Each event will include approx. 20 people and provide food as an incentive for community member participation at events over the dinner hour 5:30-7:00pm. Cost is \$300 + \$25 for supplies (paper/pens/printing) for each event. <i>No change</i>	\$650.00	\$0.00	\$650.00
Advertising and Public Awareness	\$400/month x 8 for social media advertisement, newspapers and publishing of anti-stigma campaign. <i>No change</i>	\$3,200.00	\$0.00	\$3,200.00
Referral Guide	Printing of Community referral guide: \$2.50 per copy x 200. <i>No change</i>	\$500.00	\$0.00	\$500.00
General Operating Supplies	Office supplies for consortium and workgroup meetings \$30 month. Includes printed materials: meeting materials including reports, past meeting minutes, materials for engaging community members (fliers, handouts,etc). <i>No change</i>	\$360.00	\$0.00	\$360.00
Health/Recovery Navigator Stipends	Health Navigators are responsible for supporting community members with accessing basic needs and behavioral health services. Health navigators are established in the community and have prior experience providing services to Gunnison County residents. Health navigators are required to attend monthly meetings with the consortium leadership to provide information about ongoing needs and barriers for community members through the leadership team or consortium meetings. Health navigators will be trained in overdose awareness, naloxone administration, and distribution as appropriate. The health navigators will track the number of people contacted and the linkage to care services provided. Stipend: \$25/hr * 8 hours a week= \$200.00, 3 health navigators * \$200/wk, not to exceed \$10,400 per year/per navigator. <i>Revision: Line moved to Personal Services-Hourly Employees due to contractor accounting policy.</i>	\$31,200.00	(\$31,200.00)	\$0.00
				\$0.00
Total Supplies & Operating Expenses		\$46,160.00	(\$31,200.00)	\$14,960.00
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Local Mileage (Staff)	Local mileage for county wide travel for staff. <i>No change</i>	\$342.00	\$0.00	\$342.00

In-State Travel (Staff)	In-state travel for four staff members to attend a CDPHE approved one day grantee meeting and the four-day Shared Risk and Protective Factor Conference in Keystone CO in June 2022. GSA travel standards and rates are used by Gunnison County. Budget estimates are based on 2021 GSA rates and may change for 2022. Conference registration fee=\$250x4 staff=\$1000. Lodging=5 nights @ \$152/night=\$760x 4 staff=\$3,040. Mileage from Gunnison County to Keystone Conference Center is 158 miles, one-way, per Google. 316 miles x \$0.57=\$180.12x4staff=\$720.48. Breakfast and lunch will be provided for 4 days so those costs are excluded from the meals and incidentals (M&IE) calculation. \$39/day (\$34/dinner and \$5 incidental/day) x 5=\$195 and final day with breakfast and incidental \$18 +5=\$23. M&IE=\$218. \$218 x4 staff=\$872.00. <i>No change</i>	\$5,632.48	\$0.00	\$5,632.48
				\$0.00
Total Travel		\$5,974.48	\$0.00	\$5,974.48
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	Description of Item and Justification for Revision			
Gunnison County Sheriff Department	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost to entity is \$2,000 for contract term. <i>No Change</i>	\$2,000.00	\$0.00	\$2,000.00
Local law enforcement	Law Enforcement Officer assigned to the Gunnison Consortium, facilitate trainings for law enforcement, support development of crisis response program and provide coordination among local law enforcement. Attend consortium meetings, attend law enforcement trainings and explore harm reduction strategies. Participation cost per entity (3) is \$2,000 for contract term. <i>No change</i>	\$6,000.00	\$0.00	\$6,000.00
Western Colorado University - Behavioral Health	WCU representative will work with consortium to develop behavioral health training curriculum (4 courses @\$3,000 per course), assist in delivering curriculum, attend consortium meetings, \$12,000 for contract term. <i>No change</i>	\$12,000.00	\$0.00	\$12,000.00
Gunnison Valley Hospital	Peer Support Specialist (1 FTE) \$32,000- Connects with individuals who are actively using substances and are interfacing with law enforcement, jail, ER or hospital services in order to build support and help navigate across systems. Works at least 50% of time at Western Colorado University. Crisis clinician (1 FTE) \$50,000 that will provide 24/7 coverage for immediate response. Their role is to provide care and immediate behavioral health services to clients. Primary function is to assess and triage individuals who present for help with behavioral health issues. The role of the clinician will be to insure continuity of care: an immediate and professional evaluation, collaboration with proper agencies, referral to appropriate type and level of service, and advocacy for any treatment deemed necessary beyond the initial crisis. For contract term. 50% of Medical Assistant cost to expand MAT services to Crested Butte Location \$38,000. <i>No change</i>	\$120,000.00	\$0.00	\$120,000.00
				\$0.00
Total Contractual		\$140,000.00	\$0.00	\$140,000.00
SUB-TOTAL BEFORE INDIRECT		\$353,213.78	\$14,968.20	\$368,181.98
Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item			
Federal Negotiated Indirect cost rate				\$0.00
CDPHE Negotiated Indirect Cost Rate	CDPHE CY2022 rate of 24.18% Total Direct Costs excluding capital expenditures, rent and participant support costs. Gunnison elects to assess a lessor rate of 10% Total Direct Costs excluding capital expenditures, rent and participant support costs for this contract.	\$35,321.22	\$1,496.80	\$36,818.02
De Minimis Indirect Cost Rate				\$0.00
Total Indirect		\$35,321.22	\$1,496.80	\$36,818.02

TOTAL	\$388,535.00	\$16,465.00	\$405,000.00
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Thomson Reuters contract; West Publis

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Thomson Reuters subscription for West Proflex and Westlaw Precision Preferred Nation Primary Law.

Fiscal Impact: Yes

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/4/2022



Order Form

Order ID: Q-04010755

Contact your representative daron.grefthen@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000437610
GUNNISON COUNTY ATTORNEY
200 E VIRGINIA AVE
GUNNISON CO 81230-2248 US

“Customer”

Shipping Address

Account #: 1000437610
GUNNISON COUNTY ATTORNEY
200 E VIRGINIA AVE
GUNNISON CO 81230-2248 US

Billing Address

Account #: 1000437610
GUNNISON COUNTY ATTORNEY
200 E VIRGINIA AVE
GUNNISON, CO 81230-2248
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$412.50	12

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$330.00	3

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-04010755

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 11/25/2022.



Attachment

Order ID: Q-04010755

Contact your representative daron.grefthen@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000437610

Order Confirmation Contact (#28)

Contact Name: Bishop, Donita
Email: dbishop@gunnisoncounty.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000437610	GUNNISON COUNTY ATTORNEY	200 E VIRGINIA AVE GUNNISON CO 81230-2248 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
3	Attorneys	43102993	Westlaw Precision Preferred National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Donita	Bishop	dbishop@gunnisoncounty.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42510229	Westlaw Edge National Primary Law, Enterprise access, Government

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Employee Health & Welfare Benefit Pla

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: January 1, 2022

Term Ends:

Grant Contract #:

Summary:

This agreement was not signed during benefits renewal in 2021 and was brought to attention now. The claims agreement has been in effect since January 1, 2022.

Fiscal Impact:

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 10/4/2022

ADDENDUM

to the Claims Administration Agreement
between GUNNISON COUNTY (Employer)
and GROUP & PENSION ADMINISTRATORS, LLC dba GPA (TPA)

WHEREAS Gunnison County is a client of TPA and desires TPA to perform Third Party Recovery Services for the Employer; and

WHEREAS, effective January 1, 2022 (the “Addendum Effective Date”), the Parties have mutually agreed to amend the Claims Administration Agreement (“Agreement”) to adjust one of more terms and conditions of the Agreement.

NOW THEREFORE, the Parties agree to amend the Agreement as set forth below and shall execute this Addendum No. 1 thereto, which shall be attached to and incorporated by reference into the Agreement.

1. The Agreement is modified for purposes of adding a new Exhibit 1 (Third Party Recovery Service), attached hereto and incorporated herein by reference.

Exhibit 1

THIRD PARTY RECOVERY SERVICES

This Exhibit 1 (Third Party Recovery Services) contains the additional terms and conditions under which Claims Administrator has agreed to supply, and Employer has agreed to access, the following Services.

ARTICLE 1

THIRD PARTY RECOVERY SERVICES

- 1.1 Claim Recovery. In the event a payment of Plan benefits is made on behalf of the Plan exceeding the amount due (“Overpayment”), Claims Administrator shall make commercially reasonable efforts to recover any material Overpayment. Services performed toward the recovery of an Overpayment is referred to as a claim recovery (“Claim Recovery”). Claims Administrator will use its own methods and procedures when performing Claim Recovery, and Employer will fully cooperate with Claims Administrator in relation to any Claim Recovery. Claim Recovery efforts may remain open for up to twelve (12) months after the alleged Overpayment. Claims Administrator will only be responsible for an Overpayment to the extent the Overpayment was due to Claims Administrator’s gross negligence.

Claims Administrator may initiate litigation as a part of the Claim Recovery, but Claims Administrator has no obligation to do so. If Claims Administrator initiates litigation in a Claim Recovery, Employer will cooperate with Claims Administrator in any litigation. Employer will be responsible for the service fees (as described in Article 2). Claim Recovery services may be provided by Claims Administrator through a subcontractor or affiliate or as negotiated in advance with Employer. The fee will be deducted from any proceeds received resulting from Claim Recovery, and Employer will be provided with the net proceeds.

- 1.2 Third Party Recovery. Claims Administrator will exercise commercially reasonable efforts toward the return of Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense. For convenience alone, the third party recovery services contemplated by this Addendum will be referred to as subrogation (“Subrogation”).

Third party liability and/or similar reimbursement language must be included in the Employer's summary plan description ("SPD"), and the SPD must be finalized and available to Employer's employees before Subrogation can be investigated and pursued.

Claims Administrator will engage third parties to conduct a review of paid claims processed under this Agreement and perform Subrogation. Such contractors may be paid based on a percentage of gross amounts recovered or other reasonable basis with the net amounts recovered returned to Employer. This fee includes reasonable expenses associated with pursuing Subrogation and/or other reimbursement, which may include, but is not limited to: (a) police reports, (2) asset checks, (3) ISO searches, (4) fees associated with obtaining filings in pending legal proceedings, and (4) private investigator locate reports. Employer acknowledges that Claims Administrator will use its own standards and procedures when performing Subrogation, and it may not be able to obtain a full or partial recovery in any case. Claims Administrator will not pursue any Subrogation if it is not permitted by any applicable law or if the matter is immaterial or efforts would be impractical. Claims Administrator will not be liable for amounts subject to Subrogation that it does not successfully recover.

Claims Administrator will have no obligation to initiate litigation as a part of Subrogation; however, Claims Administrator will advise Employer where it recommends litigation. If litigation is recommended by Claims Administrator, Employer shall have the option to accept or reject the recommendation. If Employer accepts the recommendation, Employer will cooperate with Claims Administrator in the litigation. All reasonable costs and expenses, including attorney's fees, associated with litigation will be paid by Employer. Employer agrees it will participate in the defense of lawsuits relating to Subrogation and reimbursement services in which it and/or Claims Administrator have been named as a defendant.

Employer will be charged fees for the Subrogation services in amounts set forth in Article 2 of this Addendum. The fees are deducted from the proceeds obtained through the Subrogation service. Employer will receive the net amount of such proceeds. If no monies are recovered as a result of the Subrogation/pursuit of reimbursement, no fees or expenses incurred by Claims Administrator will be charged to Employer. Notwithstanding the above, should Employer pursue recovery by settlement or otherwise waive any Subrogation or other reimbursement claim, or instruct Claims Administrator to cease pursuit of a potential Subrogation claim, Claims Administrator will be entitled to its standard fee, which will be calculated based on the full amount of claims paid at the time the Employer resolved the file or instructs Claims Administrator to cease its efforts.

ARTICLE 2 RIGHTS AND DUTIES OF EMPLOYER

- 2.1 Exclusive Service. Employer will utilize Claims Administrator on an exclusive basis for the Recovery and Subrogation Services identified in this Addendum.
- 2.2 Settlement Authority. Claims Administrator will supply Subrogation services, and Employer grants Claims Administrator authority to assert liens and negotiate and compromise liens as deemed reasonably necessary (in the judgment of Claims Administrator), to preserve the interest of the Plan, including those involving Subrogation, and reimbursement. Claims Administrator will request Employer's approval of settlements and/or reductions exceeding its advance settlement authority. Employer will provide Claims Administrator with a liaison who will be responsible for providing settlement authority, and/or cooperating with Claims Administrator in the pursuit of any

matter under this Addendum. Claims Administrator is authorized to accept settlement on behalf of the Plan as follows:

Lower Percent	Upper Percent	Required Approval
66-2/3%	100%	No approval required
When the recoverable lien is \$10,000.00 or less, or 100% of the available funds is less than \$10,000.00		No approval required.
Below 66-2/3%		Claims Administrator will send an email to Employer requesting approval and approval is deemed given if no response is received within fourteen (14) days

2.3 **Fees.** Claims Administrator will be paid the fees set forth below for work performed pursuant to this Addendum. The fees are deducted from the actual recovered Overpayments and/or amounts recovered from Subrogation. If no monies are recovered as a result of the (non-litigated) Claim Recovery and/or Subrogation services, no fees or expenses incurred by Claims Administrator will be charged to Employer. Claims Administrator will provide reports to Plan Administrator detailing liens asserted, recoveries obtained, and fees charged to Employer for services performed under this Addendum.

2.3.1 *Claim Recovery Fee (Non-Litigation):* 30% of the gross amount of money obtained on behalf of the Plan.

2.3.2 *Subrogation Fee (Non-Litigation):* 30% of the gross amount of money obtained on behalf of the Employer. Claims Administrator is authorized to retain its fee from sums recovered and will promptly deposit net proceeds into a Plan owned account or return the same to Employer, as mutually agreed.

2.3.3 *Fee in Litigated Matters.* 33-1/3% of the gross amount of money obtained on behalf of Employer. Claims Administrator will pay any such legal fees charged by the attorney out of Claims Administrator's fee. Litigation expenses will be passed through to the Employer for payment. Examples of litigation expenses include but are not limited to filing fees, service of process fees, court reporter fees and costs, attorney file-handling costs, investigation fees, expert witness fees, etc. Claims Administrator will promptly deposit net proceeds into a Plan-owned account or return the same to Employer, as mutually agreed.

2.4 **Termination.** Upon the termination or expiration of this Addendum or the Agreement, Claims Administrator will have the exclusive right to pursue Subrogation and/or Claim Recovery on all matters identified and/or opened by Claims Administrator prior to termination or expiration. For the avoidance of doubt, Claims Administrator may continue to recover payments Claims Administrator is in the process of recovering. The appropriate fees will continue to be deducted from the actual proceeds obtained. Claims Administrator will not investigate or handle Subrogation or Claim Recovery on any matters identified after the termination date. If the Employer requests that Claims Administrator discontinue Services with respect to any pending Subrogation case or Claim Recovery matter that is being monitored by Claims Administrator on behalf of Employer, then Plan Claims Administrator will be entitled to its standard fee, which fee will be calculated based on the full amount of claims paid at the time Employer resolved the file or instructs Claims Administrator to cease its efforts; however, neither the Plan nor Employer may reopen the same or similar case, or resume recovery efforts themselves, through a competing vendor.

**ARTICLE 3
RIGHTS AND DUTIES OF CLAIMS ADMINISTRATOR**

- 3.1 Performance of Services. Claims Administrator will perform the services set forth as a part of this Addendum in a professional and timely manner based on the unique facts of each case or related cases. Claims Administrator will put forth commercially reasonable efforts to perform the services set forth in this Addendum using its own standards and procedures. Claims Administrator will provide a liaison who will monitor the Services and provide updates to Employer upon reasonable request.

- 3.2 Reports. Claims Administrator will monitor the performance of the services and provide performance and pipeline reports upon the reasonable request of Employer.

- 3.3 Reasonable Judgment. Employer delegates to Claims Administrator the discretion and authority to develop and use its own standards and procedures for the performance of Subrogation services. Claims Administrator may determine whether to seek Subrogation, what steps to take if Claims Administrator decides to seek Subrogation, and the circumstances under which a claim may be compromised or settled, provided the terms are within established settlement parameters. Once Claims Administrator has exhausted its Subrogation and/or Claim Recovery efforts, Claims Administrator will not take any further action on the claim.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of January, 2022.

Gunnison County

By: _____

Printed Name: _____

Title: _____

Date: _____

Group & Pension Administrators, LLC dba GPA

By: _____

Printed Name: Kathy Enochs

Title: Chief Executive Officer

Date: _____

**EMPLOYEE HEALTH & WELFARE BENEFIT PLAN
CLAIMS ADMINISTRATION AGREEMENT**

THIS CLAIMS ADMINISTRATION AGREEMENT ("Agreement") is entered into this 1st day of **January** 2020, by and between **Gunnison County, Colorado**, a Colorado statutory county (the "Employer"), and **Group & Pension Administrators, Inc.**, a Texas corporation (the "Claims Administrator"), effective as of **January 1, 2020** (the "Effective Date").

WITNESSETH:

WHEREAS, the Employer and its affiliates provide medical benefits to their employees, (collectively, the "Employees"), pursuant to a written welfare benefit plan, known as the "**Gunnison County, Colorado Employee Medical Benefit Plan**" (such plan, or, if applicable, the portion thereof providing medical, and when applicable, dental benefits, is referred to herein as the "Plan"); and

WHEREAS, under the Plan the Employer shall bear all liabilities for the payment of Plan benefits, or the Employer has contracted with one or more insurance companies to bear some or all of such liabilities; and

WHEREAS, the Employer, in its capacity as the sponsor and administrator of the Plan, desires to retain the Claims Administrator (i) to endeavor to process, administer and make reimbursements of claims under the Plan in accordance with this Agreement and within a framework of policies, interpretations, rules, practices, and procedures made by the Employer with respect to the Plan, which may include, among other things, rules and procedures contained in the Plan document (the "Policies and Procedures"), and (ii) such other services as may be agreed to pursuant to this Agreement from time to time by the Employer and the Claims Administrator and set forth on Appendices attached to, and forming a part of, the Agreement; and

WHEREAS, the Claims Administrator desires to perform services on behalf of the Employer as set forth herein.

NOW, THEREFORE, in consideration of the payments to the Claims Administrator as provided in Article VI of this Agreement, as supplemented, if applicable, by the fee provisions set forth in the Addenda attached to this Agreement, as such payment provisions may be amended from time to time, and the mutual promises and covenants contained herein, the parties hereto agree as follows:

**ARTICLE I
SERVICES**

1.1 Services. During the term of this Agreement and subject to the terms and conditions hereof, the Claims Administrator will assist the Employer with the administration and operation of the Plan by providing the services listed in Addenda **One** through **Two** hereof, and the services described in this Article I, subject in each case to modification in accordance with the terms of this Agreement.

1.2 Claims Processing and Review. The Claims Administrator shall process and administer claims presented under the Plan pursuant to the Policies and Procedures and such written instructions it may receive from the Employer from time to time and make payment from the Employer's funds in accordance with the procedures set forth in Article III of this Agreement for benefits to participating eligible Employees and their covered dependents (each such person referred to as a "Covered Person" and referred to collectively as "Covered Persons") under the provisions of the Plan; provided, however, that unless agreed to by the Claims Administrator pursuant to Section 5.21 of this Agreement, the Claims Administrator shall process only those claims incurred after the Effective Date and received by the Claims Administrator while this Agreement is in force. In performing its responsibilities under this Agreement, the Claims Administrator shall act as the Employer's representative to analyze, investigate, review and calculate claims presented under the Plan by Covered Persons. In such role, the Claims Administrator shall determine the amount of benefits payable under the Plan, verify charges and the reasonableness thereof, and determine the appropriateness of medical procedures, in all cases pursuant to the Policies and Procedures and in accordance with any claim cost control standards, audit procedures, and claim practices adopted by the Claims Administrator and agreed to by the Employer taking into account industry standards. Subject to the following sentence, Employer grants the Claims Administrator full, complete, and sole authority to investigate, adjust, manage, and, if the Employer approves, pay any and all claims presented under the Plan. It is understood by the parties hereto that any claim under the Plan that may not be processed under the Policies and Procedures, as well as any contested or doubtful claim, or claim subject to legal action, attachment or order, will be subject to the review and determination by the Employer or its designated representative. Further, Employer agrees and acknowledges that with regard to various claims from medical providers that participate in a preferred provider network (or the equivalent), in order for Employer and/or the Plan to attain a discount conditionally offered by such medical providers ("Discount"), such medical providers' charges for reimbursement must be paid within a certain time period or else Employer and/or the Plan forfeits the Discount. Employer agrees and acknowledges that Employer shall be responsible for funding payment of all discounted claims in accordance with the conditions established by the preferred provider network. If the Discount is lost, the claim must be paid in full at a non-discounted rate (collectively referred to hereinafter as the "Non-Discount Payment") and Employer agrees and acknowledges that such Non-Discount Payment shall be the responsibility of Employer. EMPLOYER SHALL INDEMNIFY AND HOLD CLAIMS ADMINISTRATOR AND ITS EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, LIABILITIES, COSTS, EXPENSES, FEES, DAMAGES, OR PENALTIES (INCLUDING REASONABLE ATTORNEYS' FEES AND ACCOUNTANT FEES), WHICH MAY BE INCURRED, DEMANDED, FILED, OR IMPOSED BY ANY PERSON OR PERSONS (INCLUDING ANY GOVERNMENTAL AUTHORITY, PREFERRED PROVIDER ORGANIZATION, MEDICAL SERVICE PROVIDER, EMPLOYEE OR VENDOR) RESULTING FROM OR IN CONNECTION WITH ANY SUCH CLAIM FOR NON-DISCOUNT PAYMENT.

The Claims Administrator has contracted with a company to provide an External Appeal process that complies with the External Appeal requirement added by 29 CFR Part 2590.715-2719 as part

of the Patient Protection and Affordable Care Act. The Employer agrees to pay the pass-through cost of \$98 plus the hourly charge of the Independent Review Organization assigned to the case and per the regulation is bound by the decision.

1.3 Claims Processing and Negotiating Assistance. The Employer agrees that the Claims Administrator may, in its sole discretion, seek advice from any person or entity with respect to processing and negotiating claims presented under the Plan and any matter relating to benefits payable under the Plan. The costs incurred in obtaining such advice shall be payable by the Plan and reflected on the check register provided by GPA to the Employer.

1.4 Plan Documents. The Claims Administrator shall prepare for Employer's review, approval, and adoption a Plan Document/Summary Plan Description for Covered Persons in connection with coverage under the Plan. The Employer acknowledges that the Claims Administrator will prepare the Plan Document/Summary Plan Description for the convenience of the Employer based on the Employer's Plan design guidelines, and the Employer represents that it will review such document with its legal counsel and give its written approval of the document to the Claims Administrator prior to adoption and distribution to Covered Persons. The Employer agrees to distribute such document timely to eligible Plan participants.

If so elected, the Claims Administrator shall prepare for Employer's review, approval, and distribution a Summary of Benefits and Coverage (SBC) as required by the Patient Protection and Affordable Care Act at the cost indicated in Article VI. If the Employer makes changes to its Plan at a time other than the Plan's renewal date, the Employer will provide the Claims Administrator with a 90 day advanced notice of the Plan changes. The Employer acknowledges that the Claims Administrator will prepare the SBC(s) for the Employer based on good faith compliance with current guidance, and the Employer represents that it will review and approve the SBC(s) prior to distribution to required eligible Plan participants. The Employer agrees to distribute the SBC(s) in accordance with the applicable requirements.

1.5 Systems, Records and Information. The Claims Administrator shall develop, design and install administrative and record-keeping systems as reasonably necessary to process and administer claims under the Plan and shall maintain records of all transactions involving the Claims Administrator's claims processing duties hereunder with the Employer, Covered Persons, and insurance companies ("Insurers") insuring benefits under the Plan or reimbursing the Employer for amounts paid by the Employer under the Plan. The records described in the preceding sentence and all other papers, correspondence and records which shall come into the Claims Administrator's possession as a result of the services performed by the Claims Administrator under this Agreement shall be held as the property of the Employer, and shall, to the extent permitted by applicable law, be delivered to the Employer or successor claims administrator designated by the Employer on termination of this Agreement or on the prior request of the Employer, provided that the Claims Administrator may periodically destroy such documents and other material as it would destroy in the normal course of its business and consistent with applicable law. The Employer and other persons designated by the Employer in writing are entitled to reasonable access to these records during the term of the Agreement; provided, however, that the Employer represents and warrants

that it will access such records only to the extent permitted by applicable law and consistent with the provisions of Section 4.6 hereof. The Claims Administrator shall maintain strict confidentiality, in accordance with applicable law, with respect to information and documentation in its possession relating to Covered Persons. The Claims Administrator will use such information solely for the purpose of performing its duties under this Agreement and applicable laws, and will not disclose such information to anyone other than its officers, employees, delegates, parties with whom it communicates in the normal course of business, the Employer, a Covered Person or his or her legal representative, and pursuant to lawful order of a court or regulatory agency with appropriate jurisdiction or as otherwise permitted or required by law. Upon termination of this agreement and completion of any services applicable under Section 5.21, the Claims Administrator will return the records to the Employer. The Claims Administrator's responsibility to maintain records under this Agreement shall cease upon its delivery of the records to a successor claims administrator or recordkeeper for the Plan appointed by the Employer or its successor with written notice, if applicable, to any state board of insurance or other appropriate regulatory agency. Employer shall assist the Claims Administrator in delivery of records in accordance with this Section.

1.6 Utilization Review. The Claims Administrator shall provide utilization review services, including (i) provision of the notification process for inpatient admissions, (ii) medical and large case management for catastrophic illness or injury; (iii) disease management for asthma, diabetes, depression, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease; (iv) maternity management; (v) comprehensive physician review of clinical records for denials or appealed notifications as necessary; (vi) and pharmaceutical physician peer review as necessary. Services are billed according to the rates in Article VI. The Employer agrees that if it fails to notify the Claims Administrator of a Coverage Loss Event, so that the Plan Participant will have a termination date that precedes the notification date, the charges incurred to date of the notification will still apply.

The Disease/Maternity Management Program will provide services for (i) identifying employees with disease or condition subject to management; (ii) identifying medical practices that research shows to be most effective; (iii) supporting adherence to those practices by providing treatment guidelines to medical providers, reviewing employees' compliance with the guidelines, and assisting physicians to monitor their patients who are employees; (iv) educating employees on self-management and adherence to treatment plans; and (v) collecting and analyzing the process and outcome measures. Employees eligibility in the program will be based upon current eligibility with the health plan, existence of a chronic condition that could be improved through education and lifestyle changes, benefit payment of \$1000 and or disease stage code of 1,2, or 3, and existence of co-morbid conditions. Program contact information is provided in the correspondence sent to each program participant. The disease management program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. Participants may decline participation or disenroll (opt out) from disease management programs by contacting the Claims Administrator disease management department by phone or in writing. Participants have the right to receive information regarding changes in or termination of disease management services. Participants have the right to decline participation, revoke consent, or terminate participation at any time in disease

management services. Participants who elect to enroll in the disease management program have the potential of receiving health benefits that could include (i) daily monitoring and improved outcomes in (e.g., blood glucose monitoring, peak flow readings, blood pressure) as prescribed; (ii) consistent use of prescribed medications; (iii) schedule and keep follow-up appointments; (iv) obtaining recommended screenings according to the disease-specific standards of care; (v) having a primary care provider that plans and coordinates care; (vi) knowing the goals and targets agreed to with the physician and knowing current status in order to make lifestyle modifications to meet those goals and targets; (vii) learning skills to maximize healthy habits, such as exercising, not smoking, and eating a healthy diet and (viii) improved quality of life and reduced healthcare expenses.

1.7 Underwriting Services. The Claims Administrator shall underwrite Employees and their dependents in accordance with the Plan, applicable laws and other industry and/or Insurer standards for accepting or rejecting coverage risks, provided that the Employer has provided such data and information as necessary and appropriate to enable the Claims Administrator to perform such actions.

1.8 Benefit Design and Costs. If requested by the Employer and agreed to by the Claims Administrator, the Claims Administrator shall provide the Employer with general advice regarding benefit design and the expected financial implications of Plan changes and assist the Employer with annual re-rating of the Plan and pricing projected Plan benefit alternatives.

1.9 Stop Loss Insurance. If requested by the Employer and agreed to by the Claims Administrator, the Claims Administrator shall assist the Employer with obtaining and receiving bids from Insurers for stop loss or excess insurance to reimburse the Employer for certain excess amounts paid by the Employer under the Plan; provided however, Claims Administrator shall not be liable for any damages to any person or entity resulting from (i) data submitted to Insurer (ii) the selection of the Insurer, (iii) services provided or not provided by the Insurer, (iv) information provided or not provided by the Insurer, (v) the terms of any policy provided by the Insurer, (vi) any adjudicated claim, in accordance with Employer's Summary Plan Document, that is deemed not covered by the Insurer, and (vii) the amount and types of coverage provided by the Insurer.

1.10 Coordination of Benefits. The Claims Administrator shall coordinate benefit payments with other plans, employers, Insurers and other persons and honor assignments of benefits to providers of services in accordance with the provisions of the Plan.

1.11 Reports. The Claims Administrator shall provide the Employer with (i) an itemized monthly statement for the Plan reflecting the amount of any premium or contribution specified by any Insurer providing coverage under, or with respect to, the Plan, (ii) worksheets describing benefit payments, (iii) a detailed monthly report of benefits paid, (iv) an annual summary of benefits paid and (v) an annual management report of the Plan operation during the preceding period and cost estimates of deposit guidelines for the Employer's bank Account described in Section 3.1 for the next year.

1.12 Payment of Claims and Expenses. Once the Employer approves the payment of benefits, the Claims Administrator or its representatives shall authorize the payment of benefits provided by the Plan and the payment of amounts due to other miscellaneous providers of services to the Plan from a designated bank Account established and maintained by the Employer solely from the Employer's general assets in accordance with the procedures described in Article III.

1.13 Employee Records. The Claims Administrator shall establish and maintain necessary records on Covered Persons based on information supplied by the Employer or by its Employees to assist the Claims Administrator with the administration of its duties under this Agreement. The disclosure to, and use of such information by, the Employer shall be consistent with the provisions of Section 4.6 hereof. During the time such records are in the Claims Administrator's custody, reasonable precautions will be taken to prevent disclosure or use of the information for a purpose unrelated to the administration of the Plan. However, the Claims Administrator will notify the Employer and make disclosure pursuant to a lawful order of a court or a regulatory agency with appropriate jurisdiction.

1.14 Plan Records. After all claims have been processed, Claims Administrator shall send all paper, electronic and other records to Employer for retention as specified in federal and state record retention laws. Employer agrees to promptly provide Claims Administrator assistance in sending records to the Employer. It shall be the responsibility of the Employer to ensure that records are retained as described in all applicable laws, and Claims Administrator shall have no liability for Employer's failure to retain records as required by law.

1.15 Claims Administration and Other Expenses. The Claims Administrator shall pay from its fee the necessary and ordinary expenses of claims administration for the Plan, except as otherwise specifically provided by this Agreement. However, the parties hereto specifically acknowledge and agree that the Claims Administrator will not pay from its fee or its own funds for benefit claims, insured coverages, or any miscellaneous charges for medical information, investment fees, consulting fees, bank fees, administrative or other taxes, accounting, auditing, actuarial and attorneys' fees or other legal expenses, unless the Claims Administrator is obligated to pay such fees under Section 5.3 of this Agreement.

1.16 Claims Against Stop Loss Insurance. During the term of this Agreement the Claims Administrator shall file with any stop loss Insurer issuing a contract of insurance to the Employer covering claims paid under the Plan each claim for which the Employer may be entitled to reimbursement by such stop loss Insurer. The Claims Administrator agrees to take all reasonable actions to provide appropriate information to a stop loss Insurer for purposes of reimbursement, but the Claims Administrator shall not be responsible in any manner for the stop loss Insurer's and/or captive's failure or refusal to reimburse the Employer for any claim.

1.17 PPO Services. Employer agrees to pay collectively for participating provider services as referenced in Article VI, which include, but are not limited to the following: (i) negotiating with, and supplying, providers at contained costs; (ii) coordinating and managing a network of preferred providers; and (iii) repricing, scanning and submitting electronic claims; and

(iv) designing and producing identification cards. Upon request, Claims Administrator will furnish Employer with directories of the hospital and physician participating providers under the network established for the Plan, and Employer agrees to reimburse Claims Administrator for the cost of printing such directories. Employer will furnish persons covered under the Plan with a means of identifying themselves as covered under the Plan for the provision of the health care services through a preferred provider network. Such methods of identification may include, but are not limited to: (i) identification cards, (ii) affixing the preferred provider logo to identification cards, or (iii) a preferred provider phone number identifier. In addition, Employer will use its best efforts to provide the most current eligibility information available on the day of inquiry for persons for whom Claims Administrator maintains eligibility information.

1.18 Cash Pay Arrangement. During the term of this Agreement and subject to its terms and conditions, the Claims Administrator will, at Employer's option, assist the Employer, in creating, implementing, and operating a virtual card cash pay arrangement. The cash pay arrangement, offered by Claims Administrator through its Nurse Navigator program, will provide negotiation of a cash price, agreeable to Employer, for hospital claim services, with payment funded as a claim through a virtual credit card provided to the member for payment at the point of service. Claims Administrator will provide an itemization of each cash pay arrangement claim payment in the reports detailed in Section 1.11.

ARTICLE II STANDARD OF CARE

2.1 Plan Subject to ERISA. In the event that the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Claims Administrator shall perform its responsibilities under this Agreement in accordance with the standards of Section 404(a)(1)(B) of ERISA.

2.2 Plan not Subject to ERISA. In the event that the Plan is not subject to ERISA, the Claims Administrator shall perform its responsibilities under this Agreement with reasonable care and diligence and in good faith.

2.3 Application of Indemnification Provisions. Notwithstanding the provisions of Section 2.1 hereof, the ultimate liability of the Claims Administrator and the Employer, shall be determined by application of the provisions of Sections 5.4, 5.5 and 5.6.

ARTICLE III BANKING ARRANGEMENTS

3.1 Establishment of Designated Banking Account. The Employer shall establish and maintain a bank account (the "Account") during the term of this Agreement and during any period for which the Claims Administrator has agreed to review and process claims under the Plan from which payments under the Plan and this Agreement will be made. The Employer will provide the

ACH information for the bank at which the Account is established that the Claims Administrator or its designee is authorized to withdraw funds on behalf of the Employer for purposes of payment of Plan benefits and the payment of expenses and fees related to such benefits and the administration of the Plan as contemplated by this Agreement. It is the Employer's sole responsibility to maintain at all times sufficient funds in the Account to cover all checks properly issued or authorized by the Claims Administrator. The Claims Administrator will notify the Employer from time to time of the funds necessary to fund current Plan benefit payments, fees and expenses. In the event that sufficient funds are not available in the Account to pay all Plan benefits and Plan-related expenses when due, then the Claims Administrator shall cease to process claims (including claims under Section 5.21, if applicable) under this Agreement and the Claims Administrator may terminate the Agreement pursuant to the provisions of Section 5.15.

3.2 Nature of Funds; No Trustee Relationship. The Account established pursuant to Section 3.1 will be funded solely from the general assets of the Employer, and the Employer represents that such Account will not be funded with any employee contributions unless such contributions represent pre-tax employee elections pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The Employer represents further that no portion of the funds used to pay benefits from the Account are required under ERISA or other applicable law to be held in trust or treated as "Plan assets" and acknowledges and understands that in performing its obligations under this Agreement, the Claims Administrator is not under any circumstances agreeing to serve as a trustee with respect to any funds related to the Plan or benefits payable thereunder.

3.3 Payments in Error. In the event the Claims Administrator pays any person less than the amount to which he or she is entitled under the Plan, the Claims Administrator will promptly adjust the underpayment by drawing the additional funds from the Employer's Account. In the event the Claims Administrator overpays any person entitled to benefits under the Plan, or pays benefits to any person not entitled to such benefits, the Claims Administrator shall take all reasonable steps to recover the overpayment; however, the Claims Administrator shall not be required to initiate court proceedings to recover an overpayment. The Claims Administrator shall promptly notify the Employer if it is unsuccessful in recovering any overpayment. The Claims Administrator shall be liable for overpayments from the Account only to the extent provided in Section 5.4.

ARTICLE IV EMPLOYER'S RESPONSIBILITIES

4.1 Information Provided to Claims Administrator. The Employer shall certify to the Claims Administrator eligibility of individuals for coverage under the Plan and will promptly advise the Claims Administrator of the cessation of a Plan participant's employment or other event which would result in a loss of coverage under the Plan (such termination of employment and other loss of coverage event shall be referred to herein as a "Coverage Loss Event") and entitle a Covered Person to continuation coverage under Section 601 of ERISA or other applicable law. The Employer agrees that if it fails to notify the Claims Administrator of a Coverage Loss Event, and it

would like to recover expenses and fees paid by the Employer for such Plan participant following the Coverage Loss Event, then the Employer shall request in writing that the Claims Administrator refund such amounts paid, under this Agreement in error, for such Plan participant as soon as possible following the Claims Loss Event; provided however, that the Claims Administrator shall only refund an amount representing the Employer's payments, under the Plan, for expenses and fees for such participant in an amount equal to the lesser of (i) such amounts paid by the Employer for such Plan participant during a maximum of up to a three (3) month period following the Coverage Loss Event, or (ii) the refund amount permitted by the applicable Insurer. The Employer shall provide the Claims Administrator with such other reports, records, data and information as necessary for the Claims Administrator to perform its responsibilities under this Agreement. The Employer agrees that the Claims Administrator shall have no liability whatsoever, including no liability under Section 5.4, and shall not be responsible for delay in the performance of its duties under this Agreement or for non-performance hereunder, if such delay or non-performance is caused or contributed to in whole or in part by the failure of the Employer to promptly furnish any required or necessary information to the Claims Administrator.

4.2 Assistance with Administration. The Employer shall assist the Claims Administrator in the enrollment of Covered Persons and cooperate with the Claims Administrator as requested with regard to claims and other activities related to the administration of the Plan. The Employer also will maintain a supply of claim forms, enrollment cards and all other documents provided by the Claims Administrator with respect to the operation of the Plan, and will distribute and/or make such documents available to Covered Persons as required or requested.

4.3 Payment of Claims Administrator's Fees and Expenses. The Employer shall pay to Claims Administrator as compensation in full for services rendered, fees as specified herein. Such fees shall be paid monthly from the Account established by the Employer pursuant to Article III, unless the Employer advises the Claims Administrator that such fees will be paid directly by the Employer rather than from the Account. These monthly fees are due on the 1st of the month and will be considered late if not received by the last day of the month for which the fees were due. All other costs and expenses of the Claims Administrator for services or products beyond the scope of the provisions contained herein will be determined in accordance with the Claims Administrator's established time allocation and hourly charge procedures, and those of other persons or entities from whom hourly services are purchased.

4.4 Payment of Plan Expenses Levied or Assessed by Governmental Authorities. The Employer shall pay any and all taxes, fees for licenses and registrations, state premiums and fees levied, charged or assessed by any local, state or federal authority in connection with the operation of the Plan.

4.5 Plan Documentation. The Employer shall provide the Claims Administrator with copies of the Plan, its related summary plan description, any and all amendments thereto and any communications to Covered Persons regarding the Plan. A notice of any amendment to the Plan shall be provided to the Claims Administrator at least thirty (30) days prior to the effective date of such amendment. The Employer shall obtain appropriate legal review of any Plan document,

summary plan description or amendment thereto provided to the Employer by the Claims Administrator at the Employer's request.

4.6 Confidentiality and Use of Plan Information. The Employer acknowledges that in receiving any information under the terms of this Agreement from the Claims Administrator or otherwise relating to claims for benefits under the Plan, the Employer acts as the Plan sponsor and as the "Plan Administrator" as defined in ERISA, and the Employer agrees that any such information will be used by the Employer for the purpose of satisfying its fiduciary responsibilities with respect to the administration of the Plan and will be maintained and disseminated in accordance with fiduciary standards and other applicable law and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") and any other laws or regulations relating to the confidentiality or privacy of such information.

4.7 Compliance Documents and Procedures. The Employer agrees (i) to establish and maintain such agreements and other documents and procedures to comply with applicable law and regulations relating to the establishment and operation of the Plan, including but not limited to, claims and related appeals procedures and HIPAA compliance documents, and (ii) to appoint and maintain a "privacy and security officer" for purposes of HIPAA compliance.

ARTICLE V GENERAL TERMS AND CONDITIONS

5.1 Agency Relationship. The Claims Administrator, in performing its obligations under this Agreement, is acting solely as agent of the Employer and the rights and responsibilities of the parties shall be determined in accordance with the law of agency, except as otherwise specifically provided herein or in applicable law.

5.2 Funding of Benefits; Obligations of Claims Administrator. Benefits payable under the Plan shall be paid solely from the Employer's general assets out of the Account described in Article III or from insurance contracts that may be issued from time to time to pay benefits under the Plan. By agreeing to perform services under this Agreement, the Claims Administrator does not insure or underwrite any liability of the Employer under the Plan. The Claims Administrator shall not be required to use its funds for the payment of benefits under the Plan. In addition, the Claims Administrator shall have no obligation or duty to defend against any action or proceeding brought to recover a claim for Plan benefits.

5.3 Bonding and Additional Coverage. The Claims Administrator represents to the Employer that as of the Effective Date of this Agreement it maintains fidelity bond coverage in an amount not less than \$500,000 and errors and omissions coverage in an amount not less than \$1,000,000 and that it will take all reasonable action to maintain such coverages during the term of this Agreement. The Claims Administrator agrees to notify the Employer as soon as administratively practicable following the loss or termination of, or reduction to, such minimum

coverage amounts. The provisions of, and the rights and obligations under this section 5.3 shall survive the termination of this Agreement.

5.4 Indemnification by the Claims Administrator. The Claims Administrator will defend, indemnify, and hold the Employer and the Employer's employees, officers and directors harmless against any and all claims, demands, losses, costs, liabilities and damages, including reasonable attorneys' fees, that the Employer or other party indemnified under this section incurs as a result of the Claims Administrator's adjudged gross negligence or willful misconduct in the performance of its duties under this Agreement. This indemnification does not apply to benefits payable under the Plan.

5.5 Indemnification by the Employer. SUBJECT TO THE LIMIT ON EMPLOYER'S LIABILITY UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT THE EMPLOYER WILL DEFEND, INDEMNIFY, AND HOLD THE CLAIMS ADMINISTRATOR AND THE CLAIMS ADMINISTRATOR'S EMPLOYEES, OFFICERS AND DIRECTORS (THE CLAIMS ADMINISTRATOR AND THE CLAIMS ADMINISTRATOR'S EMPLOYEES, OFFICERS AND DIRECTORS ARE EACH REFERRED TO AS AN "INDEMNIFIED PARTY") HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, LIABILITIES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT AN INDEMNIFIED PARTY INCURS AS A RESULT OF (I) THE EMPLOYER'S NEGLIGENCE OR WILLFUL MISCONDUCT, (II) THE ACTIONS OR INACTIONS OF AN INDEMNIFIED PARTY IN ACCORDANCE WITH INSTRUCTIONS OR DIRECTIONS BY THE PLAN, THE EMPLOYER OR THEIR AGENTS, OR (III) THE ACTIONS OR INACTIONS OF AN INDEMNIFIED PARTY PERFORMING THE CLAIMS ADMINISTRATOR'S RESPONSIBILITIES IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION TO THE FOREGOING INDEMNIFICATION PROVISIONS, THE EMPLOYER WILL DEFEND, INDEMNIFY AND HOLD AN INDEMNIFIED PARTY HARMLESS AGAINST ANY AND ALL CLAIMS FOR BENEFITS UNDER THE PLAN AND FOR REASONABLE ATTORNEYS' FEES INCURRED BY THE INDEMNIFIED PARTY IN DEFENDING ITSELF AGAINST THE CLAIMS MADE FOR PLAN BENEFITS AGAINST THE INDEMNIFIED PARTY. THE AMOUNT OF EMPLOYER'S INDEMNIFICATION UNDER THIS SECTION SHALL BE SUBJECT TO THE TERMS OF THE COLORADO GOVERNMENTAL IMMUNITY.

5.6 Limitation on Indemnification Obligations. Notwithstanding anything to the contrary contained in Sections 5.4, 5.5 and 5.7 of this Agreement, (i) the total amount of the Claims Administrator's indemnification obligations under Sections 5.4 and 5.7 of this Agreement arising with respect to the acts or omissions of the Claims Administrator occurring during any fiscal year of the Plan (the "Plan Year") shall in no event exceed the participant administration fee paid or payable to the Claims Administrator during for such Plan Year (the "Annual Administration Fee") determined based on the amounts set forth in Sections 6.1(a)(1)(A) and (B) of this Agreement (the "Claims Administrator's Maximum Annual Indemnification Amount") and (ii) the Employer's indemnification obligations under Sections 5.5 and 5.7 of this Agreement relating to a Plan Year shall be reduced by an amount determined by a court of competent jurisdiction to be caused by an

Indemnified Party's negligence during such Plan Year, up to the Annual Administration Fee (the "Annual Reduction Amount"). The Employer and the Claims Administrator acknowledge and agree that it is the intent of the parties to this Agreement that the sum of the Claims Administrator's Maximum Indemnification Amount and the Annual Reduction Amount for a Plan Year shall not exceed the Annual Administration Fee for such Plan Year.

5.7 Performance by Affiliates and Third Parties. All or any part of the services to be performed by the Claims Administrator under this Agreement may, at its discretion, be performed directly by it or by a subsidiary or affiliate of the Claims Administrator or, with the prior approval of the Employer, pursuant to a contract with any other organization. Any such approval by the Employer will not be unreasonably withheld.

5.8 Advisors, Consultants and Legal Counsel. The Claims Administrator may seek the service of outside advisors and consultants with respect to the performance of its duties under this Agreement. The Claims Administrator shall consult with the Employer and/or legal counsel designated by the Employer as soon as reasonably possible after it determines that a legal matter or special claim or benefit matter requires such consultation. The reasonable costs of such services or consultation shall be paid by the Employer. In addition, except as provided in Section 5.6, the defense of any legal action involving the Claims Administrator's responsibilities under this Agreement or relating to a claim for benefits under the Plan shall not be the obligation of the Claims Administrator.

5.9 Notices. The Claims Administrator shall be entitled to rely upon any communication believed by it to be genuine and to have been signed or presented by the Employer or a proper party or parties. Notices and communications under this Agreement must be given in writing and may be given by one party to the other by first class mail, express mail, courier or other delivery service, or facsimile or other electronic transmission.

Notices to the Claims Administrator shall be sent to the following address, or such other address as the Claims Administrator may provide to the Employer in writing from time to time:

Group & Pension Administrators, Inc.
Attn: Kathy Enochs
Park Central 8
12770 Merit Dr. 2nd Floor
Dallas, TX 75251

Notices to the Employer shall be sent to the following address, or such other address as the Employer may provide to the Claims Administrator in writing from time to time:

Gunnison County, Colorado
Attn: Cheryl Seling

200, E. Virginia Ave.

Gunnison, CO 81230

5.10 Term of Agreement; Termination. The initial term of this Agreement shall be a period of twelve (12) months commencing on the Effective Date, and thereafter, this Agreement shall renew automatically for successive terms of twelve (12) months, unless otherwise terminated pursuant to Sections 5.14 and 5.15, and subject to the Claims Administrator's right to modify its fees as provided in Section 5.22.

5.11 Applicable Law. This Agreement shall be construed and enforced according to the laws of the State of Texas to the extent not preempted, if applicable, by ERISA or other federal law.

5.12 Entire Agreement; Amendments. This Agreement and any Addenda hereto constitute the entire and final agreement between the parties hereto. This Agreement and/or any Addenda hereto may be amended or modified at any time and in any respect, but only by a written agreement adopted and executed by the Claims Administrator and the Employer, except that the Claims Administrator may modify its fees pursuant to Section 5.22 by written notice to the Employer.

5.13 Termination Resulting From Changes in Applicable Law. If any state or other jurisdiction enacts a law which prohibits the continuance of this Agreement (or prohibits the activities of the parties under this Agreement) or the existing law is interpreted to so prohibit the continuance of this Agreement (or the activities of the parties under this Agreement), this Agreement shall terminate automatically as to such jurisdiction on the effective date of such law or interpretation.

5.14 Termination of Agreement. The Employer or the Claims Administrator may terminate the Agreement at any time with at least sixty (60) days prior written notice to the other party. The Claims Administrator, at its option, may terminate the Agreement immediately following the failure of the Employer within ten (10) days of receipt of written notice by the Claims Administrator (i) to provide funds for the payment of benefit claims, administrative fees, or insurance premiums, or (ii) to pay the Claims Administrator's fees as set forth in Article VI hereof and in any Addenda hereto. In the event the Employer terminates the Agreement by giving sixty (60) days notice to the Claims Administrator or the Claims Administrator terminates the Agreement for failure of the Employer to adequately maintain the Account or otherwise pay benefits, expenses or the Claims Administrator's fees, the Employer shall pay the Claims Administrator's fees that otherwise would have been required for a period of sixty days following the date of notice by the Employer or the Claims Administrator, as the case might be, based on the number of Employees on the last regular monthly due date. This Agreement also may be terminated by the Employer due to the inability of the Employer to obtain stop-loss coverage on terms satisfactory to the Employer on

the renewal date of the stop-loss coverage. In such event, the sixty (60) day notice period will be waived and this Agreement will terminate on the date of termination of the stop-loss coverage.

5.15 Actions Following Termination. In the event of termination of this Agreement, the Claims Administrator shall (i) complete the processing of all requests for benefit payments under the Plan which are received by it (and are due and payable) prior to the date of termination of this Agreement, but it shall have no obligation to (A) complete the processing of any such requests upon its determination that the Employer has failed to provide funds for the payment of benefits, or (B) process requests for benefit payments or authorize drafts or checks received by it after the date of termination, except as provided in Section 5.21 below, and (ii) forward the claimant files to the appropriate party as prescribed by federal and state laws at the Employer's expense. In the event the Employer desires reports or other services after termination, other than the reports required under Section 1.11 such reports or services will be provided at the additional cost involved in producing the requested reports or services. The standard reports that are produced upon termination are the Accumulator file and the Eligibility file. The charge for these reports is \$500. Any special reports other than the standard reports produced upon termination will be mutually negotiated and can vary depending upon the complexity and amount of computer programming involved.

5.16 Medical Information; Hospital Audits. The Employer shall pay fees required by any provider in order to obtain the medical information necessary for proper consideration of benefit claims. In addition, if hospital audits are indicated, the Employer will also pay the additional cost of an in-hospital audit. The determination of whether a hospital audit is indicated shall be made jointly by the Employer and the Claims Administrator.

5.17 Reporting and Disclosure Requirements. The Employer and the Claims Administrator acknowledge and agree that the reporting and disclosure requirements imposed by state and federal statutes with respect to the Plan are the responsibility of the Employer, and although the Claims Administrator will provide reasonable assistance to the Employer in meeting and fulfilling such reporting and disclosure requirements, the Claims Administrator shall not be responsible in any manner for satisfying such requirements. The Claims Administrator shall not be considered the "Plan Administrator" of the Plan as described in ERISA.

5.18 Plan Amendments. The Claims Administrator will assist the Employer in preparing Plan Amendments as needed for compliance with requirements of federal statutes or for design changes requested by the Employer. The Employer agrees that such Plan amendments will be reviewed and approved by the Employer's legal counsel prior to implementation of the amendments.

5.19 Summary of Benefits. Providing a Summary of Plan benefits will be the responsibility of the Claims Administrator. In this regard, the Claims Administrator shall rely on participation information provided by the Employer.

5.20 Benefit Processing Outside of Agreement Term. In the event the Employer desires claim services for benefits incurred prior to the date of termination of this Agreement, but not processed by such date ("post-contract payment"), or if the Employer desires claim services for benefits incurred prior to the Effective Date, but to be processed during the term of this Agreement ("pre-contract incurred"), a special claims charge (post-contract payment/pre-contract incurred) is specified in the compensation section of this Agreement. This service is available at the request of the Employer with the approval of the Claims Administrator and the special claims charge is due at the time service is rendered. A draft or check for the amount of the special claims charge will be drawn on the Account described in Article III.

5.21 Modification of Claims Administrator's Fees. The Claims Administrator may modify its fees, including any late fees or charges, as set forth in Article VI and in any Addenda to this Agreement (i) at the expiration of the first term of this Agreement, (ii) at any time thereafter with thirty (30) days prior notice to the Employer (but not more often than 2 times during any term of the Agreement), (iii) at any time in connection with any amendment to the Plan relating to benefits or administration of the Plan, (iv) at any time in connection with a change of 25 percent (25%) or more in the number of Covered Persons, or (v) in connection with any change in the law or regulation that significantly affects the responsibility or liability of the Claims Administrator under this Agreement.

ARTICLE VI COMPENSATION

6.1 Basic Compensation. A Plan setup fee of \$1,000 will be paid to the Claims Administrator upon execution of this Agreement.

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	\$33.30*
(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	\$3,968.00
(E) PUICS PPO Service Fee	\$4.75
(F) Cost Containment Services	25% of savings
(G) COBRA/HIPAA Administration Service Fee	\$1.50
(H) Percent of Transplant Program Premium	10%

* The month of January 2020 & February 2020 waived

The above fees are for the services outlined in Article I of this Agreement. The above medical/dental/vision administration fees are guaranteed for 2 years and will not increase by more than 10% in year three (3). 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	\$135 per hour
Physician Review	\$300 per hour

(3) SPECIAL CLAIMS CHARGE (if applicable)

(A) Pre-contract incurred	
Set-up Fee per Plan Option	\$500
Percent of paid claims	10%
(B) 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 <u>will be billed on an actual cost basis to the Plan.</u>	
(E) Enrollment Forms, Summary of Benefits, Amendments, and/or Employee Booklets re-issued due to changes requested by the Employer after the initial enrollment <u>will be billed on an actual cost basis to the Plan.</u>	
(F) <u>Printing of Employee Booklets, and PPO Directories will be billed on an actual cost basis to the Plan.</u>	
(G) 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) Online Access programming set-up	Included in (a)(1)(A)
(K) Programming charges for non-standard reports	\$225/hour
(L) Plan changes made after Plan Benefits are entered into GPA system	\$125/hour Minimum \$250
(M) Additional Benefit Plan Options added after initial set-up completed	\$500
(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	

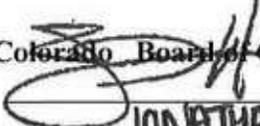
6.2 Claims Administrator's Disclosure. During the term of this Agreement, Claims Administrator will receive administrative compensation, under separate agreements with vendors, for services such as, but not limited to, eligibility formatting and maintenance, report distribution, client communication services, prior authorizations, renewal projections, technological support, claims coordination and support, electronic connections and vendor support. The compensation from other vendors is a portion of the negotiated rates and is based upon the volume of business that the Claims Administrator has with the vendor and is never based upon the profitability of the Claims Administrator or the Claims Administrator's block of business. Such compensation will not change the fees due from the Employer under this Agreement and reflected in Article 6.1.

6.3 Reasonable Compensation. Employer agrees to pay GPA collectively for all services and fees referenced in Article VI of this Agreement (the "Fees"). Employer represents to GPA that Employer, as sponsor of the Plan covered by the Agreement and as a fiduciary of such Plan, has determined that the services referenced in Article VI are beneficial to the Plan, and in the best interests of its participants. Employer represents to GPA that Employer has determined that the Fees (a) are consistent with the terms of the Plan; (b) represent reasonable compensation; and (c) will not be paid from the assets of the Plan.

6.4 Agent of Record Compensation. Claims Administrator shall collect Agent of Record fees designated in Sec. 6.1 (b) and transmit those fees on behalf of Employer to the Agent of Record. In the event Claims Administrator receives a written request from Employer directing replacement of the Agent of Record designated in Sec. 6.1 (b), Claims Administrator shall serve written notice of this request, and all compensation to Agent of Record from

Employer shall immediately cease unless Agent of Record obtains from Employer and deliver to Claims Administrator a written recession of Employer's original request for replacement of Agent of Record, provided the termination of Agent of Record's right to compensation shall not affect Agent of Record's right to compensation during the first year of this Claims Administration Agreement. Employer agrees that Agent of Record shall be paid the Agent of Record the compensation set out in Sec. 6.1 (b) during the first year of this Claims Administration Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written, effective as set forth herein.

Gunnison County, Colorado Board of County Commissioners
By: 
Printed Name: JONATHAN HOUCK
Title: BOCC CHAIRPERSON
Date: MAY 5, 2020

Group & Pension Administrators, Inc.
By: 
Printed Name: Kathy Enoch
Title: Chief Executive Officer
Date: 5/5/2020

ADDENDUM #1
to the Claims Administration Agreement
between GUNNISON COUNTY, COLORADO (Client)
and GROUP & PENSION ADMINISTRATORS, INC. (TPA)

Whereas **Gunnison County, Colorado** is a client of TPA and desires to use the Internet Enrollment program in order that the Client:

- Add new eligible entrants to the Plan through the Internet;
- Make changes and maintain eligibility of Participants in accordance with the provisions of the Plan; and
- Terminate Plan Participants through the Internet, the Client by signing this Agreement agrees to the following terms and conditions:
 1. Client assumes responsibility for the accuracy of any information supplied to the TPA through the Internet Enrollment program and agrees to hold the TPA harmless for any action taken by the TPA in reliance upon the correctness of such information.
 2. Client will retain supporting documentation for eligibility supplied to TPA through the Internet Enrollment program. Such documents will be maintained for the period required by law. The documents will be available for audit by the TPA, stop loss carriers, other providers, federal or state regulations and other parties with a legitimate need for access to the documents.
 3. The Client will make a reasonable effort to maintain the confidentiality of any medical information which the Client obtains as a result of this agreement.

ADDENDUM #2
To the Claims Administration Agreement
Between GUNNISON COUNTY, COLORADO (Client)
and GROUP & PENSION ADMINISTRATORS, INC. (TPA)

WHEREAS, the Client and its affiliates provide medical benefits to their employees pursuant to a written welfare benefit plan and desires to include GPA Nurse NavigatorSM as part of that plan;

WHEREAS, Claims Administrator desires to perform services on behalf of the Client as set forth herein.

NOW, THEREFORE, in consideration of the payments to Claims Administrator as provided in this Addendum, the parties agree as follows:

1. Services

During the term of this Addendum and subject to the terms and conditions hereof, the Claims Administrator will assist the Client by providing HealthWatch services elected by the Client ("Services") as listed herein:

The GPA Nurse NavigatorSM will provide for medical service requests:

- Provider options with patient reviews and quality metrics (when available)
- Cost estimates based upon claims data (if applicable)
- Appointment coordination & medical record retrieval (if applicable)
- Negotiation with out of network provider (if applicable)
- Clinical education for medical conditions and/or treatments (if applicable)
- Assistance with medical benefits & claims & (if applicable)
- Medication coordination (if applicable)
- Facilitate appropriate referral for continued medical management (if applicable)
- Coordination of cash negotiations with Pre-Pay with Virtual Card (if applicable)

Employee's eligibility in the program will be based upon current eligibility with the health plan.

The GPA Nurse NavigatorSM program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. This program is voluntary and confidential. Participants may decline participation or opt out from the GPA Nurse NavigatorSM program at any time by contacting the Claims Administrator HealthWatch department by phone or in writing. Participants have the right to decline participation, revoke consent, or terminate participation at any time. GPA Nurse NavigatorSM is offered at the Client's expense.

Services of the GPA Nurse NavigatorSM program will be delivered to individuals by one or more of the following:

- Telephonic, postal mail, email and/or fax

2. Service Election

The Services provided shall be elected by completing Exhibit 1 attached to this Addendum. The Employer/Client and Claims Administrator may mutually agree to amend Exhibit 1.

3. Delivery of Services

The Services to be delivered under this Addendum, except for administrative, shall be provided by professionals with advanced education or who are currently licensed, registered, or certified. The Claims Administrator in providing the Services shall not be engaged in the practice of medicine.

4. Effective Date

This Addendum shall become effective on the date indicated on Exhibit 1 and shall continue thereafter until the earlier of the termination of the Agreement, the Employer/Client failure to make timely payment of fees for the Services, or either party providing 30 days prior written notice of termination of this Addendum to the other.

5. Fees

Fees to be paid for the Services are listed on Exhibit 1 to this Addendum.

6. Reporting

Claims Administrator shall provide Employer/Client standard reporting at no additional charge and custom reporting as noted in Exhibit 1.

**GPA NURSE NAVIGATOR™ EXHIBIT
EMPLOYEE HEALTH & WELFARE BENEFIT PLAN
CLAIMS ADMINISTRATION AGREEMENT**

This Exhibit to the GPA Nurse Navigator™ ADDENDUM to the Claims Administration Agreement between Employer/Client **Gunnison County, Colorado** and Claims Administrator shall serve as the Employer/Client's election of Services under the GPA Nurse Navigator™ program Addendum as follows:

1. **Effective Date:** January 1, 2020

2. **Fees payable for Services elected:**

Program Fees (select the option that applies):

Included in 6.1 (a)(1)(A)

Additional Programs Added:

Pre Pay with Virtual Card Program

Communication Materials

The following is included in the GPA Nurse Navigator™ program fees:

Limited electronic flyers and posters provided annually

Travel

The Client is responsible for onsite meetings billed at cost.

Reports

The following is included in the GPA Nurse Navigator™ program fees: Annual utilization report

The Client is responsible for custom reports at \$225/hour rate

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Letter of Support; Bureau of Land Man

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The BLM Gunnison Field Office is submitting a grant application to CPW State Trails Program, for non-motorized trail maintenance.

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 10/4/2022



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 • Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

October 4, 2022

Colorado Parks and Wildlife
State Trails Program
13787 US Hwy 85 N.,
Littleton, CO 80125

Dear CPW Non-Motorized Grant Committee,

Gunnison County would like to share our support for the BLM Gunnison Field Office's Non-Motorized trail maintenance grant application.

With increasing visitation to Gunnison County and surrounding public lands, dedicated trail maintenance is more important than ever. This grant will help the BLM Gunnison Non-Motorized trail crew maintain our diverse network of trails and educate visitors on responsible recreation.

The BLM Gunnison Field Office manages nearly 100 miles of non-motorized trails, including trails in the fragile alpine tundra. Ongoing maintenance of the non-motorized trail system is integral to upholding the highest quality stewardship of natural and cultural resources on our public lands. This grant will enable the crew to complete priority projects on non-motorized trails including building drainage structures and stringer bridges to improve trail sustainability and minimize impacts on streams, installing new signs, corridor clearing, and other necessary maintenance projects.

In addition to supporting sustainability, we recognize the important work the BLM Gunnison Field Office trails crew performs, which supports a high-quality visitor experience. The trail crew works to increase public access and way-finding on public lands, helps provide for visitor safety, and to support recreational opportunities. The trail crew members are friendly and helpful to trail users; providing education to the public on leave no trace, wildlife, and area history.

Public lands and trails are a valuable component of our community's recreation offerings. We encourage the State Trails grant committee to consider the BLM Gunnison Field Office Non-Motorized Trail Crew Grant Proposal to support the maintenance of these trails during the 2023 summer season.

Sincerely,

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution of the Board of County Commissioners of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Part of the financing for Sawtooth Workforce Housing Project Phase 1, in keeping with Treasury Regulation §1.150-2 regarding reimbursed moneys

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/29/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. It should be remembered to include Exhibit A in the recorded version, and to follow up with the Clerk for the certification. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/29/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: CM Report

Agenda Date: 10/4/2022

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022- _____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO DECLARING ITS INTENT TO REIMBURSE GUNNISON COUNTY, COLORADO, FOR CERTAIN PRIOR CAPITAL EXPENDITURES RELATED TO THE SAWTOOTH WORKFORCE HOUSING PROJECT PHASE 1.

WHEREAS, Gunnison County, Colorado (the "County"), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, the County has the power, pursuant to Sections 30-11-101(b), (c), and 30-26-101, of the Colorado Revised Statutes, as amended, to purchase and hold real and personal property for the use of the County, to lease any real or personal property, either as lessor or lessee, together with any facilities thereon, when deemed by the Board of County Commissioners of Gunnison County, Colorado (the "Board") to be in the best interests of the County and its inhabitants, and to issue bonds for such purposes; and

WHEREAS, the Board has determined, that it is in the best interest of the County and its inhabitants that the Board, on behalf of the County, finance the acquisition, construction and equipping of approximately 12 duplex units, each of which will be a three-bed, two-bath townhome, including one garage space in a shared garage which will also have a one bedroom accessory apartment above the garage (collectively the "Sawtooth Workforce Housing Project Phase 1"); and

WHEREAS, the Board has determined that it is in the best interest of the County to finance the Sawtooth Workforce Housing Project Phase 1 through the execution and delivery of obligations, potentially including through an appropriation based on a lease financing; and

WHEREAS, the Board has determined that it is necessary to make capital expenditures to acquire and construct the Sawtooth Workforce Housing Project Phase 1 prior to the time that the Board arranges for the specific financing of such Sawtooth Workforce Housing Project Phase 1; and

WHEREAS, it is the Board's reasonable expectation that when such financing occurs, the capital expenditures made by the County will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), it is the County's desire that this resolution shall constitute the "official intent" of the County to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board or the officers or agents of the Board or the County relating to the Sawtooth Workforce Housing Project Phase 1 is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Board hereby finds and determines, pursuant to the Constitution and laws of the State of Colorado, that the Sawtooth Workforce Housing Project Phase 1 and the financing of the costs to be reimbursed are necessary, convenient, and in furtherance of the County's purposes and is in the best interests of the inhabitants of the County and the Board hereby authorizes and approves the same.

Section 3. Financing. The County intends to issue obligations to finance the Sawtooth Workforce Housing Project Phase 1 in the maximum principal amount of \$6,500,000.

Section 4. Necessary Actions. The officers, employees and agents of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Sawtooth Workforce Housing Project Phase 1 and to otherwise carry out the transactions contemplated by the resolution.

Section 5. Authorizations. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 6. Prohibitions. The County shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 7. Official Intent. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 8. Repealer. All bylaws, orders, and resolutions of the County, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the County, or part thereof, heretofore repealed.

Section 9. Severability. If any section, subsection, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 10. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED this October 4, 2022.

Jonathan Houck,
Chair of the Board of County Commissioners

(SEAL)

Attest:

Deputy County Clerk

STATE OF COLORADO)
) SS. CERTIFICATE OF COUNTY CLERK
 COUNTY OF GUNNISON)

I, Kathy Simillion, the Clerk and Recorder of Gunnison County, Colorado (the “County”), do hereby certify as follows:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) passed and adopted by the Board of County Commissioners of the County (the “Board”) at a regular meeting held on October 4, 2022.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of October 4, 2022, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
Jonathan Houck, Chair				
Roland Mason				
Elizabeth Smith				

3. The members of the Board participated either physically or electronically at such meeting in accordance with law and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Chair of the Board, sealed with the County seal, attested by the County Clerk and recorded in the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

6. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on October 4, 2022, which notice was posted at least 24 hours before such meeting as provided by law.

[The remainder of this page intentionally left blank.]

WITNESS my hand and the seal of the County affixed this 4th day of October, 2022.

(SEAL)

Clerk and Recorder
Gunnison County, Colorado

EXHIBIT A

(Attach copy of notice given prior to the October 4, 2022 meeting)

EXHIBIT A

GUNNISON COUNTY BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

DATE: Tuesday, October 4, 2022

Page 1 of 2

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

- 8:30 am
- Call to Order
 - Colorado Works Workforce Development Program policies; Gunnison-Hinsdale County Department of Human Services; Updated Temporary Assistance for Needy Families (TANF) Policies; Effective Date 3/1/2022
 - Adjourn

GUNNISON COUNTY HOUSING AUTHORITY:

- Call to Order
- Resolution; Declaring the Intent to Reimburse Gunnison County Housing Authority for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1
- Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION:

- Call to Order
- CBOE; Process discussion
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:37 am
- Call to Order; Agenda Review
 - Scheduling
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Approval for Emergency Medical Services Building Intergovernmental Agreement; Gunnison County and the Board of Trustees, Gunnison Valley Health; Gunnison County to provide financial assistance to GVH for construction of the EMS Building; Effective date 10/4/2022 to 2/01/2031; \$200,000 per year
 2. Approval for Colorado Department of Public Health and Environment (CDPHE) Master Task Order Contract Amendment #1; for modifications to Subcontractor Requirements of the original Master Task Order contract; Effective Date of State Controller signing, to 6/30/2027
 3. Approval for Colorado Department of Public Health and Environment (CDPHE) Contract 2022*2745 Amendment #2; Additional funding for Harm Reduction Services in Gunnison County; 9/28/2022 to 6/30/2023; \$16,465

*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.*

EXHIBIT A

GUNNISON COUNTY BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

DATE: Tuesday, October 4, 2022

Page 2 of 2

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

4. Approval for Thomson Reuters contract; West Publishing Corporation and County Attorney's Office; Subscription for West Proflex and Westlaw Precision Preferred Nation Primary Law; \$330 monthly for 3 mos, plus \$412.50 for 12 mos
5. Approval for Employee Health & Welfare Benefit Plan, Claims Administration Agreement for 2022; Group & Pension Administrators, LLC dba GPA (TPA); to perform Third Party Recovery Services for Gunnison County claims; Effective Date January 1, 2022; 30 - 33-1/3% of the gross amount of money obtained on behalf of the Employer
6. Approval for Letter of Support; Bureau of Land Management (BLM) Gunnison Field Office; for Non-Motorized Trail maintenance Grant Application to Colorado Parks and Wildlife, State Trails Program

- County Manager's Reports

1. Resolution of the Board of County Commissioners of Gunnison County, Colorado; Declaring Its Intent to Reimburse Gunnison County, Colorado, for Certain Prior Capital Expenditures Related to the Sawtooth Workforce Housing Project Phase 1
2. Emergency Medical Services Building; USDA Grant

8:50 am • Approval of Final Draft Letter; Re: Mt. Crested Butte Draft Master Plan Comments

8:55 am • Mt. Emmons Land Exchange; Opportunity to Comment

9:00 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.
- Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine
- 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

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

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of Final Draft Letter; Re: Mt. Crested Bu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

BOCC draft comments on Mt. CB Draft Master Plan

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/30/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/4/2022

October 4, 2022

Mt. Crested Butte Town Council
911 Gothic Rd.
Mt. Crested Butte, CO 81225

Re: Mt. Crested Butte Draft Master Plan Comments

Dear Councilors,

Thank you for the opportunity to comment on the Mt. Crested Butte draft Master Plan. We appreciated the opportunity to hear from Deputy Community Development Director, Hillary Seminick, at our September work session to better understand the plan. The work of the municipalities in creating master plans and comprehensive plans is beneficial to Gunnison County in that it helps inform policy decisions and future planning efforts.

We support the guiding principles described in the document and see that they reflect much of the greater community principles and expressed desires for how our communities evolve. We agree that it is critical for our entire community to create more opportunities for a variety of housing types to support our community members. The County strongly supports and urges the municipalities to include appropriate and varied housing for our residents within their boundaries. Infill development within the municipalities, where there is generally better infrastructure and connection to services than in the unincorporated County, reduces pressure on outlying areas. The County continues to see demand for growth outside of the municipal boundaries which presents a number of challenges including sprawl, leap-frog development, impacts to water quality and quantity, impacts to wildlife habitat, and increased traffic and vehicle emissions. We know that our communities' value open space and compact communities—these values are best supported through infill development within municipal boundaries and critical consideration of development outside those boundaries. The Town of Mt. Crested Butte is an important partner in addressing these challenges in our community and through the adoption of the Master Plan, the Town demonstrates its support for community housing, essential businesses, and reducing sprawl in the County.

The Town's plan for the commercial core, parks and open space, and varied residential types support a vibrant town and would be an asset to all in Gunnison County. We urge the Town to create as many opportunities for community housing as possible within the Town, in consideration of our community's significant need and to reduce demand for growth outside of the municipal boundaries. We support the recommendation that community housing be included in all residential land use designations. Additionally, the proposed policy to create an active commercial core is important for the entire county. We know that the success of Crested Butte Mountain Resort and the associated commercial core is integral to the success of the rest of the valley. Integral to a vibrant

commercial core is the support for community housing—without housing there are no employees. We encourage you to adopt these proactive strategies to support a commercial core that is vibrant and a draw for both residents and visitors.

We thank you for the opportunity to comment on the draft Master Plan and applaud the work of the Town on this forward-thinking plan. Thank you.

Sincerely,

Jonathan Houck, Chair
Commissioner

Roland Mason
Commissioner

Elizabeth Smith
Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Mt. Emmons Land Exchange; Opportunity to Comment

Action Requested: Other Approval of Comments

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests is seeking public comment on the proposed Mt. Emmons land exchange.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 9/26/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/27/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/4/2022



October 4, 2022

VIA CERTIFIED MAIL

Grand Mesa, Uncompahgre
and Gunnison National Forests
Attn: Niccole Mortenson
Mt. Emmons Land Exchange
2250 South Main Street
Delta, CO 81416

Re: Gunnison County's Comments Regarding Proposed Mt. Emmons Land Exchange

Dear Ms. Mortenson,

On behalf of the Board of County Commissioners of Gunnison County ("Gunnison County" or "County") and as a Cooperating Agency, we submit the following comments to the United States Forest Service ("USFS" or "Forest Service") Grand Mesa, Uncompahgre and Gunnison National Forests' ("GMUG's") proposed land exchange with Mt. Emmons Mining Company ("MEMC") in relation to lands located in both Gunnison and Saguache Counties ("Exchange"). Because the USFS has designated the County as a Cooperating Agency in this process, please do not consider the comments contained in this letter to be the only, or final, comments that the County may submit regarding the Exchange during the exchange process. Gunnison County reserves the right to submit additional or different comments as the process continues and as a Cooperating Agency.

INTEREST OF GUNNISON COUNTY

Gunnison County is the fifth-largest county by land area in Colorado, with a total area of 3,260 square miles. Land under the jurisdiction of the USFS consists of almost 2,000 square miles of this area, including the Gunnison National Forest, which is a substantial part of the GMUG. Pursuant to Colorado law, the County retains, and exercises, authority to regulate land use planning, environmental quality, and protection of lands within its borders. *See, e.g.,* Colo. Rev. Stat. §§ 18-9-117, 29-20-101, 30-28-101 *et seq.*, 30-11-107 *et seq.*, 38-1-202, 42-1-102, 42-4-106, 43-1-217, 43-2-112, 43-2-201, 43-2-201.1; *Bd. of Cty. Comm'rs v. BDS Int'l, LLC*, 159 P.3d 773, 785 (Colo. App. 2006); *Asphalt Paving Co. v. Bd. of Cty. Comm'rs*, 425 P.2d 289, 293 (Colo. 1967). In particular, pursuant to Colorado law the County has adopted a comprehensive set of land use and planning regulations for unincorporated Gunnison County, known as the Gunnison County Land Use Resolution ("LUR").

Gunnison County has also long engaged as a stakeholder in the community’s quest to obtain long-term, viable solutions to the Keystone molybdenum mine site (“Site”) located on the slopes of Mt. Emmons west of the Town of Crested Butte, Colorado (“Town”), the unpatented mining claims currently held by MEMC in and around Mt. Emmons, and the Keystone Mine Water Treatment Plant owned and operated by MEMC. To that end, on February 12, 2016, the County, along with the Town, the State of Colorado and MEMC, entered into a Memorandum of Understanding (“MOU”), in which the parties expressed their intent to mutually work together to achieve, amongst others, the following goals: “Support Mt. Emmons in acquiring the Site and assist in ensuring compliance with all applicable environmental laws and regulations[,] [and] [p]ursue disposition of the mining and mill site claims and fee simple lands in a mutually beneficial way.”

On July 20, 2021, the County, the Town and MEMC furthered their understandings by executing an MOU which detailed a mutual intent with regarding to the present land exchange.¹ The terms of the 2021 MOU included details on placing the lands MEMC would receive in the Exchange into a conservation easement, supporting federal withdrawal of mineral development in the federal lands surrounding Mt. Emmons, and permanent disposition of MEMC’s mineral claims and right to mine the Site after the Exchange is consummated. The 2021 MOU also expressed the Town’s and the County’s support for reasonable amounts of water in feasible location for mining reclamation and remediation activities.

Recently, MEMC negotiated a Conservation Easement and Mineral Extinguishment Agreement over the Site consistent with many of the County’s stated goals and intent in the 2016 and 2021 MOUs, including MEMC’s abrogation of both its development and mining rights at the Site, and providing the County the third-party right to enforce some of its key provisions. As USFS is aware, both MEMC, the Town and the County consider this agreement critical to the Exchange.²

Consistent with the above-referenced MOUs, the County filed a Statement of Opposition in the matter of *Mt. Emmons Mining Company*, Case No. 2021CW003021 (Colo. Water Ct. Div. 4), in which MEMC has applied to the Colorado Water Court for a finding of reasonable diligence in relation to conditional water rights MEMC asserts in relation to the Site. The United States has also filed Statement of Opposition in this matter.

¹ The County notes that the reference to the “MOI” on page 52 of the exchange Feasibility Analysis (“FA”) does not fully or accurately describe the 2021 MOU.

² The 2021 MOU details that “[t]he goal of the MOU Parties is to have the Conservation Easement [and corresponding Mineral Extinguishment Agreement] drafted, approved, executed and deposited into a neutral third-party escrow holding company prior to the issuance of the Record of Decision and exchange of patent and deeds resulting from the completion of the Land Exchange. Upon approval of the exchange as proposed, and the issuance of the patent providing title of the lands to MEMC, and final resolution of any legal challenges to the approval and issuance of title to the land to MEMC, or lapse of time for filing such challenges, MEMC will instruct the escrow holding company to record the Conservation Easement [and Mineral Extinguishment Agreement] with the Gunnison County Clerk and Recorder’s Office.”

COMMENTS ON THE PROPOSED EXCHANGE

Gunnison County provides the following comments on the proposed Exchange:

I. THE ATI AND THE DECISION DOCUMENT SHOULD FULLY RECOGNIZE THE COUNTY'S POST-EXCHANGE REGULATORY AUTHORITY OVER THE THREE FEDERAL PARCELS TO BE EXCHANGED.

Gunnison County appreciates that the FA acknowledges the LUR's applicability to the parcels implicated by the proposed Exchange. *See* FA at 16.³ However, given the importance of the LUR to ensure proper and complete regulatory oversight over the Site post-exchange, the County urges USFS to amend the Agreement to Initiate ("ATI")⁴ to add MEMC's recognition of and compliance with the LUR as an additional condition, agreement or understanding between the parties to the Exchange. The County further requests that both an amended ATI and the Decision Document contain repeated and robust references to the authority of the County⁵ over land uses at the Site and remaining non-federal parcels in the draft decision document. Employing its regulatory authorities, the County intends to take all appropriate steps to protect the health, safety and welfare of its citizens and visitors by ensuring, for example, continued viability of water treatment, reclamation and remediation efforts at the Site, compliance with the non-development provisions of the Conservation Easement ("CE"), and the prohibition of active mining operations per the CE (coupled with the Mineral Extinguishment Agreement discussed in detail below) and other applicable agreement(s) or law.

The Handbook contemplates that USFS consider "the non-Federal party's prospective and legal use of the property based on county zoning," which the County interprets to apply to this exchange and to its LUR. *See* FSH 5409.3 § 32.41. The County therefore asks USFS to take similar such steps as part of the exchange by amending the ATI to require MEMC's acknowledgement of the LUR's governance over the parcels it is intended to receive in the exchange. Because MEMC has acknowledged in multiple documents and communications the authority of the County and the applicability of the LUR, the County does not see this request as a difficult one to fulfill.

³ The County suggests that reference to the LUR (as well as State water quality permit requirements and Town of Crested Butte Watershed Protection District regulations) should have been included in FA's discussion on future intended use of the current federal parcels. *See id.* at 17.

⁴ The Forest Service Land Acquisition Handbook ("Handbook") contemplates that "[t]he ATI may be amended at any time with the consent of both parties." *See* FSH5409.13 § 32.8 (2004).

⁵ The County understands that the Town of Crested Butte will similarly urge USFS to take steps to robustly acknowledge the Town's watershed protection regulations over the Site; the County concurs with the Town's request.

II. THE ATI SHOULD BE AMENDED AND THE DECISION DOCUMENT SHOULD REFERENCE BOTH THE CONSERVATION EASEMENT AND THE MINERAL EXTINGUISHMENT AGREEMENT AND THE NEED FOR SUCH AGREEMENTS AS PART OF THE EXCHANGE.

Given its importance to the Exchange, Gunnison County thanks USFS for including the CE as a condition in the ATI and for its references in the FA. That stated, the County requests USFS amend the ATI to apply the same conditions and discussion to the Mineral Extinguishment Agreement, to which the County has been unable to find any reference in either the ATI or the FA, and to reiterate this in the Decision Document. From the County's perspective, the Mineral Extinguishment Agreement is as equally important as the CE, and the CE alone fails to accomplish the County's relevant goals as set forth in the 2016 and 2021 MOUs. The County thus asks USFS to amend the ATI and preserve in the Decision Document this critical component of the Exchange. Because MEMC has approved both the CE and the Mineral Extinguishment Agreement, the County does not see this proposal as controversial.

III. USFS SHOULD SUPPORT AN ADMINISTRATIVE MINERAL WITHDRAW AS PART OF THE EXCHANGE.

The FA states that USFS is not considering a request for an administrative withdraw of mineral development in the federal parcels surrounding the Site. *See* FA at 53. The County asks USFS to reconsider this position. Recognizing there have been previous discussions between stakeholders regarding ways to accomplish the goal of preventing mining in and around the Site, Gunnison County affirmatively reiterates its support for an administrative mineral withdraw and urges, the President, the Department of the Interior, the Department of Agriculture and USFS itself to pursue and accomplish this objective. USFS is probably already aware that on August 25, 2022, Senators Michael Bennet and John Hickenlooper, House of Representatives Member Joe Neguse, and Governor Jared Polis wrote to the President and the Secretaries of Interior and Agriculture urging them to initiate a mineral withdraw for the federal parcels surrounding the Site. On September 16, 2022, the individual members of the Gunnison County Board of County Commissioners wrote to the President joining in this request. We further understand that numerous other stakeholders around Colorado and the nation have voiced their support for this administrative withdraw.

Accordingly, the County not only restates its request here, but asks that the Decision Document modify the FA's statement and to state instead the USFS's support the request of the County, the State of Colorado, our Senators and a member of Congress to proceed with an administrative withdraw as outlined in the above-referenced correspondence.

IV. USFS SHOULD JOIN THE COUNTY IN ITS OPPOSITION TO WATER FOR ACTIVE MINING IN THE *MT. EMMONS* WATER CASE.

Gunnison County appreciates USFS's acknowledgement in the FA regarding the pending water rights adjudication, which as explained above and from the County's perspective, is also a critical component of the Exchange. Thus far in this litigation, however, the United States has not taken a position on MEMC's application despite filing as an opposer in the case. As the

2021 MOU makes clear and as USFS is aware from the County's filings in that case, the County does not oppose a finding of reasonable diligence for limited, factually supported, and feasible amounts of water by MEMC for the limited purposes of reclamation, remediation and water treatment plant operations at the Site. But, the County objects to such a finding for *any* amount of water to be used in future active mining operations. The County therefore urges USFS, through the Department of Justice, to expressly assert this same position in the litigation. Although the Exchange, coupled with MEMC's repeated statements that it does not intend to mine the Site, may moot this issue, the County contends that USFS should take this position regardless of the results of the Exchange to protect against an improper finding of reasonable diligence in relation to active mining.

The County, consistent with the MOUs, has and will continue to work with MEMC on needed and practicable water amounts and sources for limited non-mining purposes. The County nonetheless asserts that all opposers should join it in resisting any finding that could lead to the use of water for mining the Site.

V. THE DECISION DOCUMENT SHOULD REFERENCE THE FLEXIBILITY THE COUNTY WILL HAVE TO MANAGE COUNTY ROAD 12 AND THE KEBLER WINTER TRAILHEAD POST EXCHANGE.

With regard to the aspect of the exchange transaction which could include conveyance of that portion of County Road 12 currently lying within USFS lands, the County generally agrees that post-conveyance the County presently intends to manage that area consistent with current management practices, particularly with regard to federal special use authorization permit holders, the County nonetheless requests the Decision Document should note that once under sole County jurisdiction, there would exist no further Federal regulation or oversight and the County would be free to manage that area consistent with its own regulations and State law. The County has not yet taken affirmative steps to determine its management regulations, processes and procedures and wants to maintain maximum flexibility in doing so. This reality should be reflected in the Decision Document.

CONCLUSION

Gunnison County appreciates the opportunity to provide the foregoing comments and will continue to work with USFS as a Cooperating Agency with regard to this land exchange.

As Chair of the Board of County Commissioners, the Board has authorized me to submit these comments on behalf of the Board.

Best regards,

Jonathan Houck
Chair
Gunnison County Board of County Commissioners