

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS**  
**April 11, 2023**

8:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor  
- Update (*Hickory House Restaurant*)

**COMMISSIONERS' BOARD ROOM, 2<sup>nd</sup> FLOOR OF COURTHOUSE**  
**301 S. MAIN STREET, LAMAR, CO 81052**

**WORK SESSION**

9:00 a.m. Mark Dorenkamp, R&B Supervisor and Staffon Warn, Rural Fire Chief  
- Discussion Re: Fire

10:00 a.m. Betty Civis  
- Discussion Re: Road & Bridge

10:30 a.m. Gary Harbert, Veterans' Service Officer  
- County VSO Monthly Report and Certification of Pay

10:35 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director  
- PEP update monthly

11:00 a.m. Pete Hernandez, PC Consolidated Return Mail Center Manager  
- CRMC update

11:30 a.m. Mark Westhoff, County Administrator  
- Discussion

**MEETING AGENDA**

Invocation

Pledge of Allegiance

1:00 p.m. Call Meeting to Order  
Roll Call

### **CONSENT AGENDA ACTION ITEMS:**

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of March 21, 2023 Meeting Minutes

#### Public Appearances

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three minute limitation.

1:05 p.m.

Jana Coen, County Clerk & Recorder

- Public Hearing Re: Transfer Liquor License Application
- Consider approval of a Hotel & Restaurant with Optional Premises (County) Liquor License Transfer Application from Terry Craig Turner, dba TERRYS GOLF to Robert J Haney Jr., dba IGOTTAGOLF, premises location: 28157 US Hwy 287, Lamar, CO

1:20 p.m.

Rose Pugliese, County Attorney and Jana Coen, Prowers County Clerk

- Second Reading: Prowers County Ordinance 2023 – 2, Adoption of the 2020 Model Traffic Code for Colorado
- Consider approval of Second Reading and Adoption of the Prowers County Ordinance No. 2023 – 2, Adopting the 2020 Edition of the Model Traffic Code for Colorado, with an effective date immediately upon adoption.

1:30 p.m.

Mark Westhoff, County Administrator

- Administrator Updates

1:45 p.m.

Rose Pugliese, Esq.

- County Attorney Update

### **ACTION ITEMS:**

1. Consider approval of a Hotel & Restaurant with Optional Premises (County) Liquor License Transfer Application from Terry Craig Turner, dba TERRYS GOLF to Robert J Haney Jr., dba IGOTTAGOLF, premises location: 28157 US Hwy 287, Lamar, CO.

2. Consider approval of Second Reading and Adoption of the Prowers County Ordinance No. 2023 – 2, Adopting the 2020 Edition of the Model Traffic Code for Colorado, with an effective date immediately upon adoption.
3. Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – March 2023
4. Consider approval of a Memorandum of Understanding between Prowers County Department of Human Services and the Colorado Department of Human Services, Low-Income Energy Assistance Program (LEAP), and Goodwill Colorado for administration of the LEAP Program and authorize DHS Director Lanie Meyers-Mireles to execute the document.
5. Consider approval of Purchase of Service Contract between Prowers County Department of Human Services and Ryon Medical for services to support augmentation of direct therapy, inpatient treatment programs, outreach and education, navigation and care coordination services for Non-English speaking individuals, suicide prevention and intervention, crisis response, and to assist in removing barriers from community members accessing mental/behavioral health services with an effective date of September 1, 2022.
6. Consider approval of Appointment of One Member to the Prowers County Sand and Sage Roundup Board for a Term to Expire February 2026.
7. Consider ratifying 3-28-2023 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$1,684,691.68, Department of Human Services Payment of Bills Presented in the Amount of \$235,992.87 and H3C in the amount of \$108,554.38 with the Certification date 3-29-2023.
8. Consider ratifying 3-24-2023 Email Poll approval of a Proclamation for Proclaiming the Month of April as National Child Abuse Prevention Month in Prowers County, Colorado.
9. Consider approval of Acknowledgement for issuance of a Special Event Liquor Permit, issued 3-29-2023 to Bent-Prowers Cattle & Horse Growers Association, event scheduled for April 1, 2023 at the Lamar Community College Equine Complex.
10. Consider approval of Amendment #7 24 QAAA 182086 to Original Contract 20 IHIA 129471 between State of Colorado Department of Early Childhood and Prowers County Public Health and Environment-NHVP, expiration date June 30, 2024, and Authorizing Meagan Hillman, Public Health Director to execute the document electronically.
11. Consider approval of Contract Amendment #4 23 QAAA 182411 to original Contract # 21 IHIA 168429 between Prowers County Department of Human Services and the Colorado Department Early Childhood for the provisions of the Colorado Fatherhood F.I.R.E Grant, and Authorizing Lanie Meyers-Mireles, DHS Director to execute the document electronically.
12. Consider approval of designating Ron Cook as 2023 County Health Pool Representative, Mark Westhoff as Alternate Representative, Paula Gonzales and Mindy Maestas as designated Correspondent Representatives.

13. Consider approval of Purchase of Service Contract between Prowers County Department of Human Services and Whole-Hearted Connections, LLC for services to support augmentation of direct therapy, inpatient treatment programs, outreach and education, navigation and care coordination services for Non-English-speaking individuals, suicide prevention and intervention, crisis response, and to assist in removing barriers from community members accessing mental/behavioral health services.
14. Consider ratifying 4-4-2023 email poll approval for the execution of closing documents by Ron Cook, Chairman, on April 4, 2023 for the purchase of 21 North Snowden Street, Granada, CO 81041, specifically Final Borrower's Closing Statement, Settlement Statement, Combined Statement Signature Page, Confidential Document, Real Estate Tax, Utility and Homeowners Association Agreement and Closing Instructions.
15. Consider ratifying 4-5-2023 email poll approval to provide Guaranty Abstract Company with a copy of the BOCC's action item from March 21, 2023 Meeting Minutes approving the purchase of real estate property located in Granada, CO between Stella Esquibel, as seller, and Prowers County, as buyer to provided Guaranty Abstracts Company with proof of purchase.
16. Consider ratifying 3-30-2023 Email Poll approval for Payment of Bills presented in the amount of \$9,000 with a Certification Date of 3-31-23.
17. Consider ratifying 3-23-2023 Email Poll approval of CO HCPF ARPA Grant Agreement, Case Management Agencies (CMA) Retention Project, Agreement amount of \$3,500 and Authorizing Meagan Hillman, Public Health Director to execute the document electronically.

#### **PREVIOUSLY TABLED ACTION ITEMS:**

1. Consider Approving Professional Surveying Services Proposal between Drexel, Barrell, & Co. and Prowers County for existing condition and design survey on County-owned property located at Saddle Club Drive and Highway 287 in Lamar, totaling \$8600, and authorizing BOCC Chair to execute the document.

***NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.***

***If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.***



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-23

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 3-6-23

**Return Originals to:** Jana Coen, County Clerk

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of a Hotel & Restaurant w/Optional Premises (County) Liquor License Transfer Application from Terry Craig Turner, dba TERRY'S GOLF to Robert J. Haney Jr., dba IGOTTAGOLF, premises location: 28157 US Hwy 287, Lamar, CO

**Justification or Background:** All appropriate paperwork submitted with App'l

**Fiscal Impact:** This item is budgeted in the following account code:

N/A

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

1

## Application Documents Checklist and Worksheet

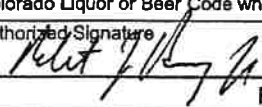
**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant Information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Re-tail License Application
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input checked="" type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b> <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a> <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input checked="" type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name <b>ROBERT J. HANEY JR</b>		Type of License <b>Hotel Restaurant/Opt Prem</b>		Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (In Colorado or any other state):				
a. Been denied an alcohol beverage license?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.				<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?				<input type="checkbox"/> <input checked="" type="checkbox"/>
				or
Waiver by local ordinance?				<input type="checkbox"/> <input type="checkbox"/>
Other:				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				<input checked="" type="checkbox"/> <input type="checkbox"/>
13 b. Are you a Colorado resident?				<input type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.				<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other (Explain in Detail) <b>CONTRACT CONCESSIONAIRE</b>				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <b>LAMAR LODGE BPOE NO. 1319</b>		Tenant <b>IGOTTAGOLF-ROBERT JACKSON HANEY JR.</b>		Expires <b>10-21-2023</b>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <b>SPREADING ANTLERS GOLF CLUB</b>		First Name	Date of Birth	FEIN or SSN
				<b>[REDACTED]</b>
Last Name		First Name	Date of Birth	FEIN or SSN
Interest/Percentage <b>N/A</b>				
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input checked="" type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				<b>1</b>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				<input type="checkbox"/> <input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.				



Name <b>ROBERT J. HANEY JR</b>		Type of License <b>Hotel Restaurant/Opt Prem</b>		Account Number
20. Club Liquor License applicants answer the following: <b>Attach a copy of applicable documentation</b>				Yes No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				<input type="checkbox"/> <input checked="" type="checkbox"/>
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				<input type="checkbox"/> <input checked="" type="checkbox"/>
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				<input type="checkbox"/> <input checked="" type="checkbox"/>
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <b>N/A</b>		First Name of Manager <b>N/A</b>		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
25. Related Facility - Campus Liquor Complex applicants answer the following:				<input type="checkbox"/> <input checked="" type="checkbox"/>
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager <b>N/A</b>		First Name of Manager <b>N/A</b>		
26. Tax Information.				Yes No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				<input type="checkbox"/> <input checked="" type="checkbox"/>
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all <b>Officers, Directors, General Partners, and Managing Members</b> . In addition, applicant must list any stockholders, partners, or members with <b>ownership of 10% or more in the applicant</b> . All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name <b>N/A</b>	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <b>ROBERT J. HANEY JR</b>		Type of License Hotel Restaurant/Opt Prem	Account Number	
<b>Oath Of Applicant</b>				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title <b>ROBERT J HANEY JR.</b>		Date <b>12-18-22</b>
<b>Report and Approval of Local Licensing Authority (City/County)</b>				
Date application filed with local authority <b>12-15-2022</b>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>MARCH 7, 2023</b>		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input checked="" type="checkbox"/> Date of inspection or anticipated date <b>2-24-23</b> <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,600 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				<input type="checkbox"/> <input checked="" type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				<input type="checkbox"/> <input checked="" type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for <b>PROWERS County</b>		Telephone Number <b>719-336-8011</b>		<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Personal and Financial Information</b>					
Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.					
13a. Date of Birth	b. Social Security Number	c. Place of Birth		d. U.S. Citizen	
[REDACTED]	[REDACTED]	Frankfurt Germany		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, state where		f. When	g. Name of District Court		
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.
6'5"	205	White	Brown	Male	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] State [REDACTED]
14. Financial Information.					
a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ [REDACTED]					
b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [REDACTED]					
* If corporate investment only please skip to and complete section (d)					
** Section b should reflect the total of sections c and e					
c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)					
Type: Cash, Services or Equipment		Account Type		Bank Name	
Cash, Services		Checking		[REDACTED]	
d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)					
Type: Cash, Services or Equipment		Loans	Account Type	Bank Name	
N/A					
e. Loan Information (Attach copies of all notes or loans)					
Name of Lender		Address		Term	Security
N/A					
<b>Oath of Applicant</b>					
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.					
Authorized Signature		Print Signature		Title	Date
[Signature]		ROBERT J. HANEY JR		Owner	11-19-22

DR 0140 (02/18/11)  
DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

STATE COUNTY  
COLORADO PROWERS

Must collect  
taxes for:  
**SALES TAX**

**LICENSE**


USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION				ISSUE DATE			LICENSE VALID TO DECEMBER 31 2023
	county	city	industry	type	month	day	year	
95517067-0001	17-0206	007	1	110122	Dec	06	22	

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: IGOTTAGOLF  
28157 US 287 LAMAR CO 81062

THIS LICENSE IS NOT  
TRANSFERABLE



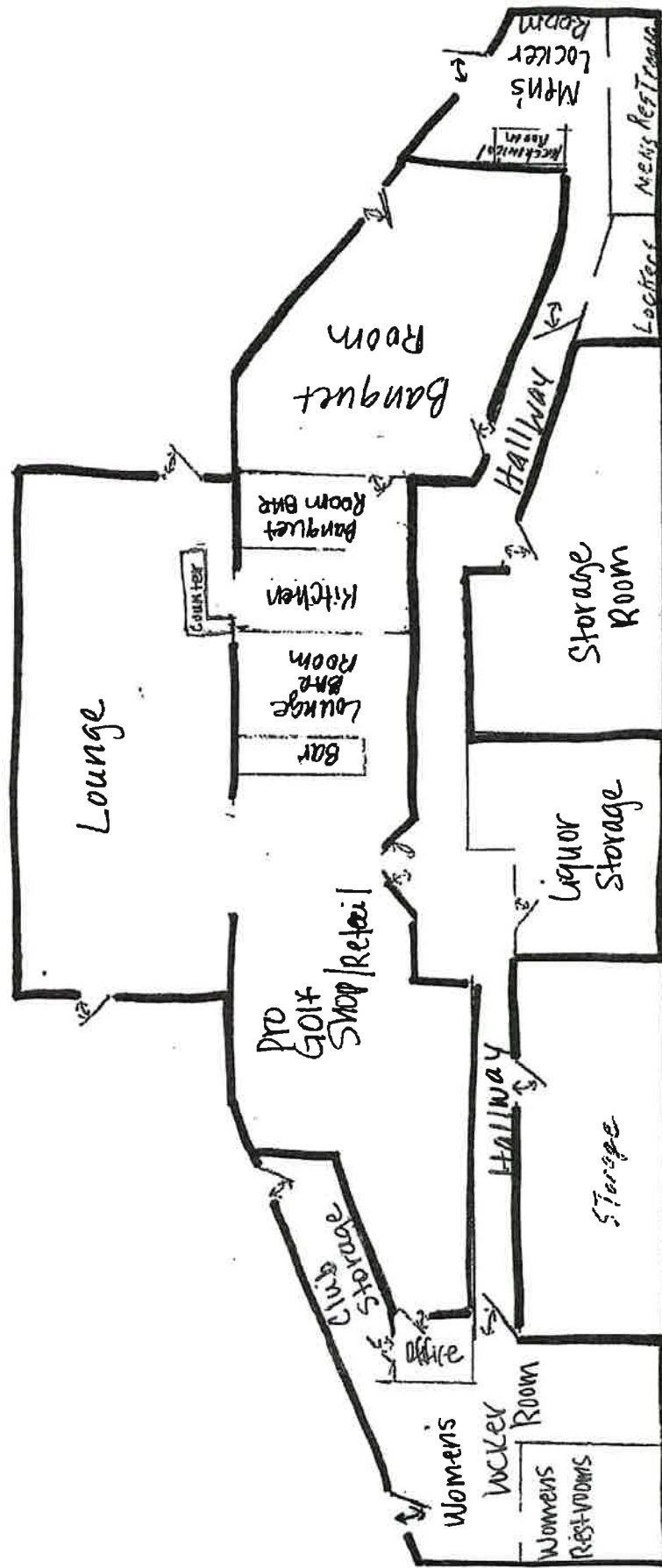
IGOTTAGOLF  
ATTN: ROBERT HANEY JR.  
303 N 12TH ST  
LAMAR CO 81052-2350

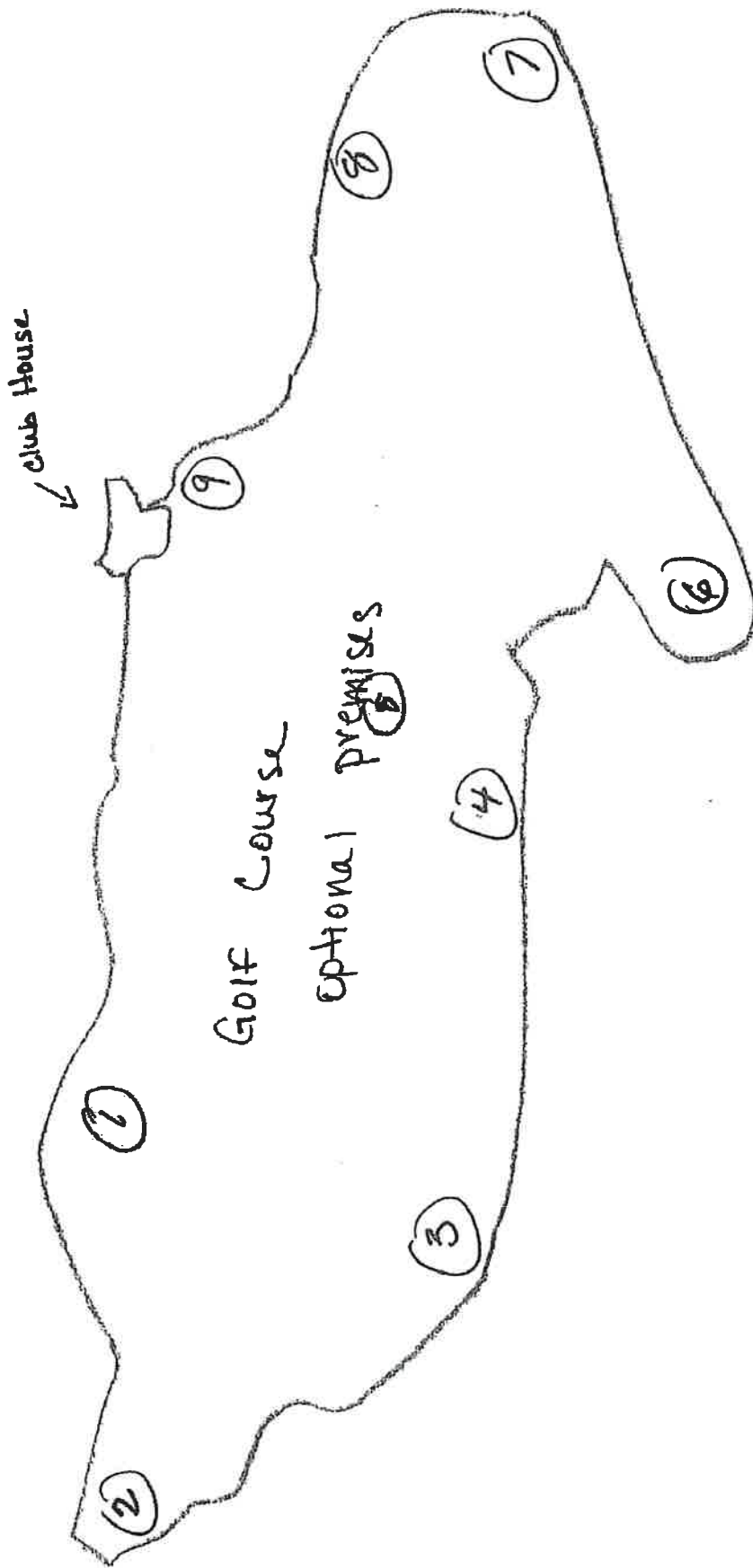
  
Executive Director  
Department of Revenue





# Spreading Antlers Golf Club







## AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, ROBERT J. HANEY JR, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- ☒ I am a United States citizen.
- ☐ I am not a United States citizen but I am a Permanent Resident of the United States.
- ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- ☐ I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-6-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

*Robert J. Haney Jr*

Date

*11-19-22*

ARTICLES OF INCORPORATION  
OF

SPREADING ANTLERS GOLF CLUB

Pursuant to the provisions of the Colorado Revised Nonprofit Corporation Act, C.R.S 7-121-101 et seq., the undersigned hereby adopt the following Articles of Incorporation, to-wit: 1999 12:32:47

1. NAME: The name of the corporation is Spreading Antlers Golf Club.

2. AGENT AND OFFICE: The street address of the initial registered office is South U. S. Highway 287, Lamar, Colorado 81052 and the name of its initial registered agent at that office is Galen Mauch.

3. ADDRESS OF OFFICE: The address of the initial principal office is South U. S. Highway 287, Lamar, Colorado 81052.

4. INCORPORATOR: The name and address of each incorporator is Galen Mauch, 6441 County Road RR, Lamar, Colorado 81052; Gary Branom, 405 Conifer Circle, Lamar, Colorado 81052; Steve Haggard, 512 Stewart Place, Lamar, Colorado 81052; David Shellberg, 802 South 5th, Lamar, Colorado 81052 and Jason Reedy, 1905 South 8th, Lamar, Colorado 81052.

5. MEMBERS: The nonprofit corporation will have voting members. Upon dissolution, the assets shall be distributed to a Colorado nonprofit corporation selected by the directors.

6. CONSENT OF AGENT: The written consent of the initial registered agent to his appointment as agent is evidenced by his signature.

7. INDEMNIFICATION: The corporation shall indemnify a director, officer, employee, fiduciary or agent of the corporation against liability or expenses of a proceeding to the extent legally permitted as set forth in the section governing indemnification, Article 129 of the Colorado Revised Nonprofit Corporation Act, as amended.

IN WITNESS WHEREOF, the undersigned incorporators have made, subscribed and acknowledged these Articles of Incorporation this 13 day of July, 1999.

Steve Haggard  
Gary Branom  
Jason Reedy

Galen Mauch  
David E. Shellberg

## AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☒ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

See inventory list

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: ☐ Licensee ☐ Applicant

- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 21<sup>st</sup> day of November, 2022.

Seller:  
TERRY CRAIG TURNER  
LIC # 03-03831  
Licensee & License Number

TERRY'S GOLF  
Trade name

X [Signature]  
Signature

Owner  
Position

TERRY CRAIG TURNER  
Print Name

Buyer:  
ROBERT JACKSON HANEY JR.  
Applicant

I GOTTA GOLF  
Trade name


X [Signature]  
Signature

Owner  
Position

ROBERT JACKSON HANEY JR.  
Print Name

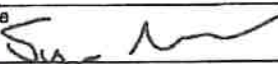
## Wholesaler Affidavit of Compliance

### Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) <b>KEG 1 COLORADO LLC</b>		License Number <b>03-12885</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>KEG 1 COLORADO LLC</b>		Phone Number <b>719-598-0772</b>	
Physical Address <b>1525 N NEWPORT ROAD</b>	City <b>COLORADO SPRINGS</b>	State <b>CO</b>	ZIP <b>80916</b>
Email Address			
Transferor Retailer Licensee Name <b>TERRY CRAIG TURNER</b>		License Number <b>03-03831</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>TERRY'S GOLF</b>		Phone Number	
Physical Address <b>28157 US HWY 287</b>	City <b>LAMAR</b>	State <b>CO</b>	ZIP <b>81052</b>
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)</p> <p><b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: <b>KEG 1 COLORADO LLC</b>			
Signature 	Print <b>RENEE THORNTON</b>	Title <b>ACCOUNTS RECEIVABLE</b>	Date <b>11/22/22</b>



**Wholesaler Affidavit of Compliance**  
**Section 12-47-303(1)(d), C.R.S.**

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) <b>Eagle Rock Distributing Company of Colorado</b>		License Number <b>03-14139</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>Eagle Rock Distributing</b>		Phone Number <b>719-566-3900</b>	
Physical Address <b>130 Greenhorn Dr</b>	City <b>Pueblo</b>	State <b>CO</b>	ZIP <b>81004</b>
Email Address <b>savannah.monson@eaglerocks.com</b>			
Transferor Retailer Licensee Name <b>TERRY CRAIG TURNER</b>		License Number <b>03-03831</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>TERRYS GOLF</b>		Phone Number	
Physical Address <b>28157 US Hwy 287</b>	City <b>LAMAR</b>	State <b>CO</b>	ZIP <b>81052</b>
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid In Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)</p> <p><b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: <b>Eagle Rock Distributing</b>			
Signature 	Print <b>Savannah Monson</b>	Title <b>AR Associate</b>	Date <b>11/22/2022</b>

Wholesaler Licensee Name (if an LLC, partnership, corporation or name of corporation) <b>Beverage Distributors Company LLC</b>		License Number <b>40-04782-0001-0004</b>	
Trade Name of Establishment Doing Business As (DBA) <b>Breakthru Beverage Colorado</b>		Phone Number <b>3033713421</b>	
Physical Address <b>3880 Central Park Blvd</b> City <b>Denver</b>		State <b>CO</b> Zip <b>80238</b>	
Email Address <b>JJOHNSON@BREAKTHRUBEV.COM</b>			
Transferor Retailer License Name <b>Terry Craig Turner</b>		License Number <b>03-03831</b>	
Trade Name of Establishment Doing Business As (DBA) <b>Terrys Golf</b>		Phone Number <b>719-336-5979</b>	
Physical Address <b>28157 US Hwy 287</b> City <b>Lamar</b>		State <b>CO</b> Zip <b>81052</b>	
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)</p> <p><b>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferor or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</b></p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler <b>Breakthru Beverage Colorado</b>			
Signature <i>James J Johnson</i>		Date <b>11-20-22</b>	
Print <b>James J Johnson</b>		Credit Assoc #29 III	



**NOTICE OF PUBLIC HEARING  
APPLICATION FOR TRANSFER OF LIQUOR LICENSE**

**THE PUBLIC WILL PLEASE TAKE NOTICE** pursuant to C.R.S §12-47-311 that an application for transfer of **Hotel & Restaurant w/Optional Premises (County) Liquor License** has been filed with the Board of County Commissioners of Prowers County, Colorado.

Accordingly, the Board of County Commissioners of Prowers County has scheduled a public hearing upon said application, which public hearing shall be held before the Board at the office of the County Commissioners, Prowers County Courthouse, second floor, Lamar, Colorado, at 1:05 p.m. on Tuesday, April 11, 2023. All persons who wish to be heard upon said application are hereby notified that they should appear at said time and place for the purpose of being heard thereon, or should file written statements, prior to said date and time, with the following, to-wit:

Jana Coen  
Clerk to the Board of  
Prowers County Board of County Commissioners  
301 S. Main St., Ste 210  
Lamar, CO 81052

Pertinent information in respect of the application on file is as follows, to-wit:

**DATE OF APPLICATION:** November 18, 2022  
**NAME OF APPLICANT:** Robert J. Haney Jr., d/b/a IGOTTAGOLF  
**TYPE OF LICENSE APPLIED FOR:** Hotel & Restaurant w/Optional Premises (County)  
**ADDRESS OF PREMISES:** 28157 US Hwy 287, Lamar, Colorado 81052

**DATED** this 16<sup>th</sup> day of March, 2023.

Jana Coen  
Clerk to the Board of  
Prowers County Commissioners

Publish March 16, 2023

Send billing to Prowers County Commissioners, 301 S Main St., Ste 215, Lamar, CO 81052

Send Proof of Publication to: Prowers County Clerk & Recorder  
301 S Main St., Ste 215  
Lamar, CO 81052

# **NOTICE**

## **PURSUANT TO THE LIQUOR LAWS OF COLORADO**

**Robert J. Haney Jr. dba IGOTTAGOLF**

**HAS REQUESTED THE LICENSING  
OFFICIALS OF COUNTY OF PROWERS**

**TO\*** Grant - Liquor License for April 11, 2023 at 1:05 PM

**LICENSE AT: 28157 HWY 287, Lamar, CO**

**COMMENTS SENT TO: PROWERS COUNTY CLERK AND RECORDER,**  
**301 S MAIN ST., SUITE 210, LAMAR, CO, 81052**

**OR EMAIL: JCOEN@PROWERSCOUNTY.NET BY 04-10-2023**

**DATE OF APPLICATION: 11-18-2022**

**BY ORDER OF: PROWERS COUNTY**

**OFFICER: Commissioner's - Ron Cook,**  
**Wendy Buxton-Andrade and Thomas Grasmick**

**PROWERS COUNTY CLERK'S OFFICE 301 S.MAIN ST., STE 210 LAMAR, CO**

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

\* = INSERT "GRANT", "RENEW", OR "TRANSFER OWNERSHIP OF:

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-23

**Submitter:** Sam Zordel, County Sheriff

**Submitted to the County Administration Office on:** 3-22-23

**Return Originals to:** Jana Coen and Sam Zordel

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

Consider approval of Second Reading and Adoption of the Prowers County Ordinance No. 2023 - 2, Adopting the 2020 Edition of the Model Traffic Code for Colorado, with an effective date immediately upon adoption.

**Item Title/Recommended Board Action:**

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:** 3-7-2023

Ordinance # 2023 - 2

**AN ORDINANCE ADOPTING THE 2020 EDITION OF THE MODEL  
TRAFFIC CODE FOR COLORADO**

Pursuant to § 42-4-110(1), C.R.S., local authorities are granted the power to enact, adopt and enforce traffic regulations on the roads and streets within the jurisdiction of the local authority, subject to the conditions and limitations set forth therein; and

Pursuant to § 42-1-102(48), a local authority is defined to include every county and other local board or body having authority to adopt police regulations under the Colorado Constitution and the laws of the State of Colorado for the unincorporated areas of Prowers County; and

Pursuant to § 42-4-110(1)(b), a local authority may, in the manner prescribed in Article 15 of Title 30, C.R.S., adopt by reference all or any part of a model traffic code, which embodies the rules of the road and vehicle requirements set forth in Article 4 of Title 42 and § 42-4-111, except that in the case of state highways, any such additional regulations shall have the approval of the Colorado Department of Transportation; and

The Board of County Commissioners of Prowers County (the "Board") has the authority to adopt police power ordinances under the Colorado Constitution and as authorized in Article 4 of Title 42, C.R.S. and in Article 15 of Title 30, C.R.S.; and

The Board finds the adoption of the 2020 version of the Model Traffic Code is in the best interest of the public and will effectuate its general purpose to preserve and protect the public health, safety and welfare of the citizens of Prowers County, Colorado.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
COMMISSIONERS OF PROWERS COUNTY AS FOLLOWS:**

**SECTION 1: ADOPTION**

Pursuant to § 42-4-110(1)(b) and § 30-15-401(1)(h), the Board hereby adopts by reference the 2020 Edition of the Model Traffic Code for Colorado, promulgated and published by the Colorado Department of Transportation. The purpose of the Model Traffic Code relates primarily to comprehensive traffic control regulations consistent with Colorado law and generally conforming to similar regulations throughout the state and the nation. The 2020 edition of the Model Traffic Code is adopted as if set out at length.

**SECTION 2: ADDITIONS AND MODIFICATIONS**

The Model Traffic Code is subject to the following additions or modifications:

- a) Section 1707(3)(a) delete all references to "misdemeanor" or "offense" and insert "infraction".

- b) Section 1707 delete all references to "summons" and "summons and complaint" and insert "Penalty assessment notice" and delete all references to "offense" and insert "infraction".
- c) Section 1710 delete all references to "complaint" and insert "penalty assessment notice".

### SECTION 3: PENALTY PROCEDURE AND PENALTIES

The following penalties, herewith set forth in full, shall apply to this Ordinance:

- a) Pursuant to § 30-15-402(1), any person who violates any provision of this Ordinance commits a traffic infraction.
- b) Except may otherwise be provided herein, the penalty assessment procedure provided in C.R.S. 42-4-1702(5)(a) may be followed by the assessing officer for any such violation of this Ordinance. In addition to the penalties prescribed in § 42-4-1701, C.R.S. and in Section 1701 of the 2020 edition of the Model Traffic Code for the traffic infraction violations included within the proscriptions of this Ordinance, persons convicted of a violation of this Ordinance are subject to surcharges as set forth in C.R. S. § 42-4-1701. The fines and the surcharges shall be paid to the Prowers County Treasurer's Office by each defendant. The Treasurer shall transmit the surcharge to the court administrator of the 15<sup>th</sup> Judicial District for credit to the Victims and Witness Assistance and Law Enforcement fund established pursuant to C.R. S. § 24-4.2-104(I)(b). The court administrator shall transmit the surcharge collected for the Colorado Traumatic Brain Injury Trust Fund. to the State Treasurer as set forth in C.R. S. § 42-4-1701(4)(e)( I), (II) and (III), and in C.R.S. § 30-15-402(3). Further, the surcharge as set forth in C.R.S. § 42-4-1701(4)(a)(VI)(A), for the Family Friendly Court Cash Fund, shall be sent to the State Treasurer. Court costs, if any, shall be paid directly to the Clerk of the Court by each defendant.
- c) From time to time, the Colorado Legislature changes the amount of fines and/or surcharges for traffic infractions. In accordance with future legislative changes to such fines and/or surcharges, the fines and/or surcharges as set forth this Section will change and may be changed accordingly without a new Ordinance having to be passed by the Board or specific amendment of this Ordinance.
- d) Pursuant to Part 17 of the Model Traffic Code, points assessed against a driving privilege, shall be in conformance to the provisions of C.R.S §,42-2-127, to include reduction in points specified in C.R.S. § 42-2-127(5.5).

### SECTION 4: ENFORCEMENT

This Ordinance shall be enforced by the Sheriff, through said Sheriff's Deputies, and/or any peace officer in and for the State of Colorado as described in Section 16-2.5-101, C.R.S., and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody.



- b) Section 1707 delete all references to "summons" and "summons and complaint" and insert "Penalty assessment notice" and delete all references to "offense" and insert "infraction".
- c) Section 1710 delete all references to "complaint" and insert "penalty assessment notice".

### SECTION 3: PENALTY PROCEDURE AND PENALTIES

The following penalties, herewith set forth in full, shall apply to this Ordinance:

- a) Pursuant to § 30-15-402(1), any person who violates any provision of this Ordinance commits a traffic infraction.
- b) Except may otherwise be provided herein, the penalty assessment procedure provided in C.R.S. 42-4-1702(5)(a) may be followed by the assessing officer for any such violation of this Ordinance. In addition to the penalties prescribed in § 42-4-1701, C.R.S. and in Section 1701 of the 2020 edition of the Model Traffic Code for the traffic infraction violations included within the proscriptions of this Ordinance, persons convicted of a violation of this Ordinance are subject to surcharges as set forth in C.R. S. § 42-4-1701. The fines and the surcharges shall be paid to the Prowers County Treasurer's Office by each defendant. The Treasurer shall transmit the surcharge to the court administrator of the 15<sup>th</sup> Judicial District for credit to the Victims and Witness Assistance and Law Enforcement fund established pursuant to C.R. S. § 24-4.2-104(I)(b). The court administrator shall transmit the surcharge collected for the Colorado Traumatic Brain Injury Trust Fund. to the State Treasurer as set forth in C.R. S. § 42-4-1701(4)(e)( I), (II) and (III), and in C.R.S. § 30-15-402(3). Further, the surcharge as set forth in C.R.S. § 42-4-1701(4)(a)(VI)(A), for the Family Friendly Court Cash Fund, shall be sent to the State Treasurer. Court costs, if any, shall be paid directly to the Clerk of the Court by each defendant.
- c) From time to time, the Colorado Legislature changes the amount of fines and/or surcharges for traffic infractions. In accordance with future legislative changes to such fines and/or surcharges, the fines and/or surcharges as set forth this Section will change and may be changed accordingly without a new Ordinance having to be passed by the Board or specific amendment of this Ordinance.
- d) Pursuant to Part 17 of the Model Traffic Code, points assessed against a driving privilege, shall be in conformance to the provisions of C.R.S §,42-2-127, to include reduction in points specified in C.R.S. § 42-2-127(5.5).

### SECTION 4: ENFORCEMENT

This Ordinance shall be enforced by the Sheriff, through said Sheriff's Deputies, and/or any peace officer in and for the State of Colorado as described in Section 16-2.5-101, C.R.S., and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody.

## SECTION 5: PUBLICATION

The foregoing text is the authentic text of Ordinance No. 2023- 2 . The first reading of said Ordinance took place on March 7, 2023 at a regular meeting of the Board of County Commissioners. It was published in full in the Lamar Ledger on March 16, 2023. The second reading of this Ordinance took place on April 11, 2023 at a regular meeting of the Board of County Commissioners and was adopted on such date.

## SECTION 6: EFFECTIVE DATE AND SAFETY CLAUSE

The Board hereby finds, determines and declares that this Ordinance is necessary for the health, welfare and safety of the citizens of Prowers County, Colorado and, as an “emergency ordinance” shall take effect immediately upon the date of Adoption and shall remain in effect until such time as this Ordinance is amended by the Board, or enforcement is temporarily suspended by the Board, Sheriff or the Sheriff’s designee.

## SECTION 7: SEVERABILITY

Should any section, subsection, clause, sentence or phrase of this Ordinance be adjudged by any Court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate the other provisions of this Ordinance which can be given effect without such invalid provision.

## SECTION 8: REPEAL OF CONFLICTING PROVISIONS

All former County ordinances, resolutions, rules or regulations, or parts thereof, in conflict with this Ordinance are hereby repealed.

ADOPTED this 11<sup>th</sup> day of April, 2023, by the Board of County Commissioners of Prowers County, Colorado.

---

Ron Cook, Chairman

---

Wendy Buxton-Andrade, Vice-Chairman

---

Thomas Grasmick, Commissioner

ATTEST:

---

Jana Coen, County Clerk

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4/11/2023

**Submitter:** Gary Harbert, Veterans Officer

**Submitted to the County Administration Office on:** 4/3/2023

**Return Originals to:** 1 Original BOCC, 1 Original to Veterans Office

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – March 2023

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**





Colorado Department of Military and Veterans Affairs  
County Veterans Service Officers Monthly Report and Certification of Pay

County of Prowers Month of February 2023

Telephone Calls	129
Appointments	54
Outreach	
Total Served	188

Surveys Submitted	
-------------------	--

**Certification by County Veterans Service Officer**

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

   34 hours per week or fewer

  X   35 hours per week or more

For the month of March, 2023 from Prowers County.

Dary Harben  
Signature of County Veterans Service Officer

4/3/2023  
Date

**Certification by County Commissioner or Designee**

☐ In accordance with CRS 28-5-202, I hereby certify the appointment of our county veterans service officer.

☐ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

\_\_\_\_\_  
County Commissioner or Designee of

PROWERS  
County

\_\_\_\_\_  
Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

*Submit this form no later than the 15<sup>th</sup> day the following month to:*

*Colorado Division of Veterans Affairs East  
cdvainfo@dmva.state.co.us*

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4/11/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 3/20/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** 4/30/23

**Item Title/Recommended Board Action:**

"Consider approval of a Memorandum of Understanding between Prowers County Department of Human Services and the Colorado Department of Human Services, Low-Income Energy Assistance Program (LEAP), and Goodwill Colorado for administration of the LEAP Program and authorize DHS Director Lanie Meyers-Mireles to sign with a handwritten signature."

**Justification or Background:** This is an annual requirement.

**Fiscal Impact:** This item is budgeted in the following account code:

County: \$ \_\_\_\_\_

Federal: \$ \_\_\_\_\_

State: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**



**Memorandum of Understanding**

**CDHS/LEAP Responsibilities:**

1. Elicit county commitment to participate in the statewide contract via this Memorandum of Understanding.
2. Contract negotiation with Goodwill throughout the contract period.
3. Oversee and monitor Goodwill's performance in the administration of LEAP.
4. Make all payments to Goodwill for providing services, as defined in the contract.
5. Coordinate with all stakeholders, including the Office of Information Technology, HEAT HELP, the Crisis Intervention Program, the LEAP advertising campaign, and CDHS Settlement Accounting, to transition from county administration to the statewide contract.
6. Provide all necessary training and materials to Goodwill to administer LEAP.
7. Assign and manage county access to the LEAP eligibility system.
8. Provide training on system log-in and access to information and reports.
9. Be available to answer all contractor questions and assist with matters that may arise.

**Goodwill Responsibilities:**

1. Work closely with CDHS and LEAP staff in implementing the contract.
2. Submit detailed monthly invoices to LEAP for payment for services delivered under this contract.
3. Coordinate with other CDHS and LEAP contractors.
4. Process all LEAP applications in a timely manner to meet the State's performance goals.
5. Ensure a team is available to assist clients, as needed, and answer their questions.
6. Provide appropriate equipment required to process LEAP applications.
7. Provide technicians access to the LEAP system.
8. Train staff beyond the pre-season training offered by CDHS and LEAP.
9. Follow all rules, policies and procedures outlined by CDHS and LEAP and adhere to any other state or federal laws applicable to LEAP.
10. Coordinate with vendors on behalf of LEAP clients, as necessary.

**County Responsibilities:**

1. Inform the State LEAP Office of the intention to use services procured with Goodwill by signing the Memorandum of Understanding.
2. If intending to discontinue use of Goodwill and assume local administration of LEAP, inform the State LEAP Office by April 30<sup>th</sup> of each year.
3. Maintain a county presence for LEAP services. This may be accomplished by using Outreach funds to increase awareness about LEAP in the community, faxing applications received to Goodwill, making copies, providing applications to customers, assisting in emergencies, and more.
4. Provide the State LEAP Office with the name and contact information for the individual who will serve as the county contact for all LEAP-related communication throughout the contract period by August 31<sup>st</sup> of each year.
5. Assign one individual who will be responsible for accessing county LEAP reports through the LEAP web-based eligibility system.
6. Communicate to the CDHS Settlement Accounting unit its election to leave any expenditures distributed via the Random Moment Sampling cost allocation process as LEAP expenditures within the County Administration allocation, so as to avoid any expenditures being reclassified to the LEAP Administration allocation. Counties will not enter any LEAP Administrative charges in the Colorado Financial Management System (CFMS).

Printed Name & Signature

Printed Name & Signature

On behalf of the Colorado Department of Human Services

On behalf of \_\_\_\_\_ County



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4/11/23

**Submitter:** Lanie Mireles- DHS Director

**Submitted to the County Administration Office on:** 3/22/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** 4/11/23

**Item Title/Recommended Board Action:** Consider approval of Purchase of Service Contract between Prowers County Department of Human Services and Ryon Medical for services to support augmentation of direct therapy, inpatient treatment programs, outreach and education, navigation and care coordination services for Non-English speaking individuals, suicide prevention and intervention, crisis response, and to assist in removing barriers from community members accessing mental/behavioral health services with an effective date of September 1, 2022.

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

## PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 1st day of September, 2022 by and between THE COUNTY OF PROWERS, STATE OF COLORADO, hereinafter specifically referred to as "Prowers County Department of Human Services", whose address is 1001 South Main St. Lamar, CO 81052 and Ryon Medical & Associates hereinafter referred to as "Independent Contractor", whose address is 318 Lacey Ave. La Junta, CO 81050.

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in Component 2 of CMS#: 22 IHJA 173925 (attached hereto as Exhibit A).
3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit B upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.



7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County. Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

11. Assignment. Company may not assign this contract without the written consent of Prowers County.

12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

13. Appropriation. Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.

14. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

15. Illegal Aliens. Company certifies that Company shall comply with the provisions of C.R.S. 8-17.5-101 et seq. Company shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Company represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). Company shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by Colorado Department of Labor and Employment. If Company fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., Prowers County may terminate this contract for breach and Company shall be liable for actual and consequential damages to Prowers County.

16. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company

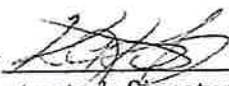
warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Agreement, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

17. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS,  
PROWERS COUNTY, COLORADO

INDEPENDENT CONTRACTOR:

By \_\_\_\_\_  
Ron Cook, Chairman

By   
Contractor's Signature Kevin Harsh, CEO

Date signed: 8/10/22

By \_\_\_\_\_  
Wendy Buxton-Andrade, Vice-Chairman

By \_\_\_\_\_  
Tom Grasmick, Commissioner

ATTEST:

By \_\_\_\_\_  
Jana Coen, Clerk

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



**Entity Submitting Application & Primary Contact:**

Prowers County Department of Human Services  
Lanie Meyers-Mireles (719) 336-7486, ext. 127, [dhsdirector@prowerscounty.net](mailto:dhsdirector@prowerscounty.net)

**Amount Requested:**

Year 1: (6-month budget) \$69,753.00; Year 2: (12 month budget) \$136,507.0

**Project Outline:**

This application is being submitted by Prowers County Department of Human Services to support an augmentation of direct therapy, inpatient treatment programs, outreach and education, navigation and care coordination, services for non-English-speaking individuals, suicide prevention and intervention, crisis response, and to assist in removing barriers from community members accessing mental/behavioral health services. Prowers County is requesting funds to support an art-based therapy program to be coordinated by Prowers County Public Health & Environment, provide co-pay assistance to community members unable to afford co-pays for in-patient treatment or ongoing therapy, support for the Good Grief/Child Life Specialist position to conduct outreach, education and navigation, and to increase access to EMDR treatment provided by Prowers County Department of Human Services staff.

**Funding Dedication (listed as annual):**

A combination of local contribution, in-kind funds and county match will be utilized for this grant as outlined in the attached budget.

**Project Description:**

**Background Information & Data Analysis**

Prowers County is geographically situated in the lower Southeast corner of Colorado and ranks 36th in size of the 64 counties in Colorado. Population estimates in 2019 listed overall population for Prowers County at 12,172 with 20.6% of the total population being under 18 years, 59.2% of the population being 18-64 years, and 20.2% of the population was 65+. Racial breakdown for the county is as follows: 94.1% White, 1.0% Black or African American, 2.1% American Indian or Alaska Native, 0.6% Asian. The percent of the population listed as Hispanic or Latino was 39%.

Nearly 15% of the population in Prowers County under age 65 was documented without health insurance. The US Census Small Area Income and Poverty Estimates report that 19.6% of Prowers County's total population lives in poverty compared to 11.5% in the State and 14.5% in the Nation. The median household income was listed at \$41,929. The 2021 Kids Count reported indicated 57.7% of school age children qualified for free/reduced lunch compared to 40.2% in the State and 25.5% of children under 18 years of age were living in poverty compared to 11.2% in the State. Child abuse rate 5.0 per 1,000 in 2019.

Mental health drivers of emergency department visits within the region indicate that depression contributed to 24% of these visits, mental illness contributed to 68%, 5% were a result of I/DD with co-occurring behavioral health needs, and 3% were driven by self-harm behaviors. Alcohol, cannabis, and opioids are the primary substances driving emergency department visits. Alcohol accounted for 36.9% of the emergency department visits, cannabis accounted for 19.8% of the visits and opioids accounted for 16.7% of emergency department visits. The rate of behavioral health issues driving an emergency department visit for Region 4 was 241.3 per 1,000 visits. This data point ranked Region 4 at the highest end of all regions. Ten out of the 11 counties in Region 4 exceeded the state age-adjusted rate of 17.0 drug overdose deaths and suicide death per 100,000 residents.

Data found on the Colorado Health Institute site also indicates some common barriers to obtaining behavioral health treatment include stigma and lack of insurance coverage or ability to cover the costs/co-pays. As one parent indicated during a focus group meeting “trying to preserve your dignity and find help is really hard with mental health.” Additionally, as is indicated in our economic data, there is a high poverty level in Prowers County and a low average median income. Even those people that make enough money to be able to access private insurance or insurance through an employer often have co-pays for visits in the range of \$30-\$50 per visit. This can create a barrier for our community members being able to access services and/or sustain services, even when critically necessary.

With regard to mental health and children, our school partners continue to report concerns about the emotional well-being of the children in the school. They are reporting an increased level of anxiety, depression, defiance, and absenteeism. Chronic absenteeism is a critical national problem that puts more than 6.5 million school children at risk for falling behind academically, dropping out of school and serious long-term health, employment, and financial consequence. Children are often chronically absent from school because of health problems, including mental health, which can be linked to serious health issues into adulthood. Fear, depression, social anxiety, and other mental health issues can make it difficult for children to feel comfortable going to school. When children are exposed to significant stress, violence, or trauma in their homes or communities, it can also trigger mental health issues that cause them to be chronically absent from school. Within the Lamar School District alone (which is 1 of 4 districts in Prowers County), there have been 12 families referred to a truancy program in the last 3 months. Professionals working with these families indicate that mental health, substance use, and poverty are experienced by nearly all of these families.

The OMNI Institute conducted an evaluation of our judicial district and provided the following findings and recommendations in key topic areas (substance use and associated risk behaviors, mental health, trauma, abuse and family violence, and parent engagement). Recommendations, as it relates to this grant application, are as follows:

- Start screening families earlier for trauma and needs. Provide ISST as a prevention strategy to “at risk” families and refer them for assistance before their issues become more serious
- Offer support groups and resources for families.
- Reduce barriers to access to services and to local treatment providers.
- Continue to work with schools as partners whenever possible to provide resources to youth and families.
- Implement a universal substance use prevention curriculum in the schools (Ex. Botvin Like Skills Program
- Provide education to young children, youth, and families to build resiliency and emotional intelligence (Ex. “Make good choices and decisions”).
- Promote use of the “Social Development Strategy” to increase protective factors and positive youth development.
- Provide education around brain development and importance of abstaining from substance use.
- Build more connections to caring adults.
- Incorporate ways to reduce the stigma of seeking mental health care and suicide prevention. Stigma keeps families from seeking help often until it is too late.
- System reform is needed. All systems must collaborate with each other and bring systems together to share resources and better serve families for better outcomes.
- Create resource navigation for families.
- Need supportive programs for parents and caretakers (mentoring, coaching, and positive role modeling is needed.)
- Prosocial activities for children and families.
- Hold “Resource Connection/Education Meetings”.
- Create opportunities to foster in-person connections that are “real”, not technology induced.

## **Project Overview**

### **Component 1 – Art Program**

We know that there has been an impact on both youth and adults' ability to socialize and make valuable connections with their peers due to the COVID-19 pandemic. It is important to foster a child's emotional intelligence, build their social skills, and develop the skills needed for emotional regulation/connections. Isolation and decreased social interactions has increased social anxiety in children impacting their ability to connect and interact with their peers and regulate emotions or empathize with others. Art-based therapies can serve as an effective way for both youth and adults to express emotion and gain emotional competence and intelligence. Using art-based therapies to build emotional intelligence is a way to build positive social and emotional skills that allow individuals to make deeper personal connections with others.

Art-based therapy can help build community connectedness by offering opportunities for individuals to gather and engage in programming. This can directly address challenges from isolation created during the COVID-19 pandemic. By providing art-based programming communities can also provide outlets for community engagement, relieve stress and anxiety, address depression, build social emotional skills, build emotional intelligence and develop social connections.

Administered through Prowers County Public Health and Environment, the Prowers County Youth Council partners with schools, local communities, and other stakeholders to implement programming that supports healthy youth development through a 2Gen approach. Partnering with our youth, we selected Botvin Life skills as our evidence-based program that will increase protective factors using a positive youth development approach.

Beyond Life skills curriculum, the Prowers County Youth Council has made it a goal to engage youth and adults in various community-based events and activities. One of the most appreciated and attended activities are our art events. These events have focused on numerous themes, including positive life outlook, youth/adult co-engagement, emotional support and grieving, positive youth development, and positive social norms. These events have allowed our program to engage our youth and community members in ways we would have been unable to do otherwise. Youth have gravitated towards art activities and often use as a coping mechanism. This led to several discussions with two of our facilitators who work as a therapist and a school psychologist about expanding our reach with more art events. The discussion evolved and we want to provide activities to reach all ages and subgroups of our community.

The focus behind these events will be breaking down the social norms surrounding mental health. Activities would have topics that embrace the idea that it is okay to ask for help, positive messages, health relationships, emotions, and feelings with the hope to break down barriers for those who need help with mental health or to empower those who might need additional support. During these events, an art instructor will lead the program with the support of mental health service providers. The lesson/activity will have a preplanned theme where the art instructor will teach the class, and while instructing, use language provided by the mental health service provider. Then the staff would engage with the audience expanding on the message/theme to deepen the conversation. This would allow for essential levels of support with the option of the participants reaching out for additional support after the activity was completed if needed. Programming would be structured for different age groups and settings and offered in Spanish to ensure all county residents have access to the program.

We plan to hold 20 community art-based events during the year and 45 Friday art programs for community youth. We would hold at least one art program a month, with additional programs being offered in different county locations in May, June, July, August, and December to reach the total of 20 events. To allow for programming to be fully implemented, art supplies will need to be purchased, and a location to hold programming will need to be

secured. These would include programming for youth, adults, and co-events for families. The goal of the community programming would be to have 25 individuals attend each event for a total of 500 participants (20 events with 25 participants). For our Friday Art programming, we would have a goal of 20 participants for a total amount of 900 individuals attending during the year (45 events with 20 participants). This would allow us to service and provide support to roughly 1,400 residents. We plan to have two trained support staff during these events to help facilitate conversation and help the art instructor. During the program, food and beverages will be served to participants. This will allow for a dedicated time for social interactions with peers or other community members to help strengthen social/community bonds. Additional staff support can be obtained with budget funds for staff training and guest artists to lead/instruct special sessions.

Funds applied for within this grant for Component 1 will be passed through to Prowers County Public Health and Environment for the administration of the Art-Based Therapy Program.

#### **Component 2 – Co-Pay Coverage & In-Patient Treatment Coverage**

Prowers County ranks 6<sup>th</sup> poorest county in Colorado. In reaching out to our 3 behavioral health providers in our county, we found that High Plains Community Health Center has approximately 838 encounters per year with individuals with private insurance. Southeast Health Group has 324 encounters annually with individuals with private insurance and Ryon Medical currently has only 3 active private insurance clients. The average co-pay per client is \$30-\$50 per visit. To reduce the barrier of individuals not attending therapy due to lack of resources to meet the co-pay or lack of resources to cover the cost of in-patient treatment, we are requesting \$20,000 in funds to create a “voucher” whereby the service provider would notify DHS if a client was unable to make their co-pay and DHS would reimburse the provider for these costs until all \$20,000 of funds are expended.

Funds applied for under Component 2 of this grant will be held with Prowers County Department of Human Services who will reimburse local behavioral health providers after proper documentation has been provided with a request for co-pay reimbursement. Southeast Health Group has utilized this process in the past and we will be able to use the same process with these grant funds.

#### **Component 3 – Support for Good Grief Group/Child Life Specialist Outreach, Education and Navigation**

What we have seen since the onset of the pandemic is an insurmountable experience of grief with our children and adults in Prowers County. Our community members have grieved the loss of normalcy once taken for granted pre-pandemic. They have grieved interaction with their friends, peers, co-workers, and neighbors during times when separation and isolation was necessary for the safety of all. Children have grieved physical and social connections with their peers when they were completing online learning. Families have grieved the connections and contact with their elderly neighbors, family, and friends. They have had to grieve the loss of employment, the loss of opportunity, and the looming sense of wondering when this pandemic may ever end. They have had to grieve the normalcy that life once provided in engaging activities within their communities and churches. One in 14 children will experience the death of a parent or sibling before the age of 18. Unfortunately, many children and adults have had to grieve a death in their family due to COVID. Additionally, loss related to substance abuse is a serious issue in our community as well. Children have experienced loss due to neglectful parenting, due to removal from their home, due to termination of parental rights, and due to parent overdose and death.

In addition to the grief associated with the many losses COVID has brought, our community faced a tremendous loss this fall. Five high school students attending the small school in Wiley were all tragically killed in an automobile accident. The children ranged in age from freshman through seniors. All five of the youth were active participants in their schools, churches, athletics, 4H, etc. and had countless ties to the community through their parents. This event shook our community to its core.



Processing grief is not easy and it weighs heavy on even the most logical and capable adult. It is with that knowledge that the need for healthy grief support among children dealing with any traumatic experience comes to the forefront and is what prompted the Lamar Area Hospice to contract with Child Life Specialist, Roni Vallejos, in the creation of the Good Grief and Child Life Support Services. As one parent said during a focus group, "knowing how to call, not being discouraged, where to call, and who can help is really hard when trying to navigate systems." The Child Life Specialist provides this critical navigation.

The Good Grief program has provided services to families in Southeast Colorado for 7 years. The program is offered to hospice families and to anyone who has experienced a loss in the surrounding community. This service is offered free of charge and has been solely supported by funds donated within the community or raised at various community events. The program consists of the Certified Child Life Specialist making home visits, school visits, or one on one appointments in addition to hosting 6-week long grief support groups. In the beginning of Good Grief Group, 3-5 groups were held for the first several years. This past year, Lamar Hospice has held 12 good grief groups. This growth has met initial grief needs of children and adolescents who have experienced all varieties of loss as were previously mentioned above. As children have been positively impacted by grief support, many schools are now requesting grief support groups are held in schools and education provided to staff and teachers who are eager to hear how to help children cope with loss and grief.

Funds applied for within this grant for Component 3 will be passed through to Lamar Area Hospice to be utilized to expand upon the services currently provided within the Good Grief Group and Child Life Support Services.

#### **Component 4 – Expanding EMDR Services to Child Welfare Clients**

Prowers County Department of Human Services currently employs a mental health therapist who is able to provide EMDR treatment. Eye Movement Desensitization and Reprocessing (EMDR) therapy (Shapiro, 2001) was initially developed in 1987 for the treatment of posttraumatic stress disorder (PTSD) and is guided by the Adaptive Information Processing model (Shapiro 2007). EMDR is an individual therapy typically delivered one to two times per week for a total of 6-12 sessions, although some people benefit from fewer sessions. Sessions can be conducted on consecutive days.

Unlike other treatments that focus on directly altering the emotions, thoughts and responses resulting from traumatic experiences, EMDR therapy focuses directly on the memory, and is intended to change the way that the memory is stored in the brain, thus reducing and eliminating the problematic symptoms.

As our child welfare block grant and Core Services allocations continue to be cut, this funding will assist in allowing for our in-house therapist to provide this much needed treatment modality to our most vulnerable families. Additionally, by expanding the funding sources for EMDR, clients serviced outside of the child welfare program will be able to access these services.

Funds applied for within this grant for Component 4 will be held with Prowers County Department of Human Services and utilized to offset a small portion of the salary and fringe cost for our in-house therapist.

#### **Current Barriers and Gaps**

Current barriers that impact services delivery include stigma associated with receiving mental health/behavioral health treatment, lack of financial means to be able to afford private insurance co-pays, lack of knowledge related to navigating grief, loss and emotions brought on by the pandemic and recent tragic events occurring within our community, lack of qualified and trained mental health providers, and lack of programming to assist in developing emotional intelligence and enhancing social connectedness.

**Service Area & Target Population:**

Programming will be available to children and adults in Prowers County, Colorado.

**Addressing Equity, Diversity, and Inclusion:**

Services for components 1-3 will be available for any Prowers County resident. Services for component 4 will be provided to any current client being served by the Department of Human Services. Services will be marketed via our lobby, our social media networks and through our community partners.

**Organizational Capacity & Key Staff**

- DHS Staff: Lanie Meyers-Mireles, Director - Program oversight, connecting the programs with existing service providers in the community, monitoring and supervising accounting staff; Lisa Farmer, CFO – Financial budgeting, reporting and oversight. Monitoring expenditures to ensure funds are spent according to the grant guidelines and applications; Mindy Maestas, Office Manager AP/AR – Will assist with financial duties associated with AP/AR, contract monitoring, and fiscal oversight.
- External Organizations: Mat Biszak, Prowers County Public Health and Environment, Tamara Nickelson, CFO Prowers County Public Health and Environment, Southeast Health Group, Ryon Medical, High Plains Community Health Center

**Experience in Working in Underserved Communities Needing Behavioral Health Treatment**

The Department of Human Services has vast experience in working with underserved communities needing behavioral health treatment through programs including Child Welfare, Adult Protection, Colorado Works, Supplemental Nutrition Assistance Program, Medicaid, Colorado Health Plan Plus, Child Support Services, etc. Additionally, under our umbrella of operation includes the Hotline County Connection Center and a county-run child care center. Our experience in working across numerous programs is vast as is our experience in working with numerous partner agencies.

**Partnering Agencies**

Prowers County Public Health and Environment; About FACE Collaborative Management Program; Lamar, Wiley, Holly and Granada School Districts; The Cornerstone Resource Center; Southeast Health Group; Ryon Medical; High Plains Community Health Center; Lamar Area Hospice/Good Grief Group, Colorado Plains Child Life and Early Intervention

**Quality Assurance & Plan to Distribute Funds:**

Methods by which quality assurance will be monitored will occur via monthly reporting and reimbursement requests submitted from the partnering agencies within this grant application. Quarterly clients served reporting will be submitted to the DHS Director to assure services are being administered as outlined within the grant and within the contracts that will be executed with the service providers.

Funds will be held by Prowers County DHS and Prowers County Public Health and the Good Grief Group/Lamar Hospice will submit monthly invoices for reimbursement. Funds utilized to support co-pays/in-patient treatment will be reimbursed upon receiving proper documentation. Funds to support EMDR therapy services will be draw upon monthly and supported by 100% time reporting by our in-house therapist.

**Sustainability:**

The long-term sustainability of our program is a high priority for Prowers County. We will continue to develop our community's ability to fundraise in order to diversify our revenues. Additionally we will work with the key stakeholders and partners in our community to demonstrate and share the importance of this programming and



work to blend and braid local funding sources to help provide ongoing support. Our funding strategies also include building relationship with other foundations, cultivating support from local sponsors and individual donors, and developing revenues from special events.

**Additional Requirements:**

As outlined within the narrative above, this grant is truly a partnership with numerous community agencies within rural Eastern Colorado. Innovation is clearly demonstrated within the proposed programming and non-traditional partnerships. Community input and local planning efforts are also outlined above and also a continuation of the work done through our Child Maltreatment Prevention Framework for Community Action Planning and the ongoing assessment and work done through the Collaborative Management Program partnerships.



**COLORADO**  
Office of Behavioral Health  
Department of Human Services

## EXHIBIT B, FY22 ANNUAL BUDGET

<b>OBH Program</b>	County Behavioral Health Grant
<b>Agency Name</b>	Prowers County Department of Human Services
<b>Budget Period</b>	January 2022 - June 30, 2022
<b>Project Name</b>	County Behavioral Health Grant Program

<b>Program Contact Name, Title</b>	Lanie Meyers-Mireles
<b>Phone</b>	719-336-7486 x 127
<b>Email</b>	dhsdirector@prowerscounty.net
<b>Fiscal Contract Name, Title</b>	Lisa Farmcr
<b>Phone</b>	719-688-3696
<b>Email</b>	lmccullough@prowerscounty.net
<b>Date Completed</b>	11/30/2021

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from OBH
Therapist	In-House Therapist Providing EMDR Treatment to DHS clients	\$ 74,984.00	\$ 16,656.60	6%	5,498.44
					0.00
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from OBH
					0.00
Total Personnel Services (including fringe benefits)					5,498.00
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH	
Various Providers	Co-pays/Vouchers for mental health providers (SEHG, HPHC, & Ryan Medical)	10,000.00	1	10,000.00	
				0.00	
Total Client Costs					10,000.00
Contractors/Consultants Services (Subcontracts)					Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from OBH	
Prowers County Public Health	Artist & support staff to facilitate art-based programs for youth, adults, and joint youth/adult populations	12,500.00	1	12,500.00	
Lamar Area Hospice Good	Certified Child Life Specialist for Good Grief Program	12,500.00	1	12,500.00	
Total Contract Services					25,000.00
Occupancy					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH	
				0.00	
Total Occupancy					0.00
Operating / Capital					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH	

Food	Food cost for art based programming events (\$200 per session @ 20 sessions for a total of \$4000	\$ 200.00	10	2,000.00
Art supplies	Art supplies for art based programming and early childhood/youth art based programming	\$ 7,500.00	1	7,500.00
<b>Total Operating</b>				<b>9,500.00</b>
<b>Depreciation/Amortization</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>			<b>Total Amount Requested from OBH</b>
				0.00
<b>Total Depreciation/Amortization</b>				<b>0.00</b>
<b>Professional Fees</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from OBH</b>
				0.00
<b>Total Professional Fees</b>				<b>0.00</b>
<b>TOTAL DIRECT COSTS (TDC)</b>				<b>49,998.00</b>
<b>Less: Expenses per OMB 2CFR § 200</b>				
Subcontracts in excess of \$25,000				0.00
Rent				0.00
Equipment				0.00
Other Unallowable Expenses				0.00
<b>Total Expenses per OMB 2CFR § 200</b>				<b>0.00</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				<b>49,998.00</b>
<b>Indirect Costs</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Percentage</b>	<b>Total Amount Requested from OBH</b>	
		0%	0.00	
<b>Total Indirect</b>				<b>0.00</b>
<b>Total Amount Requested Yr1</b>				<b>49,998.00</b>
<b>Matching Funds</b>				<b>Annual Budget</b>
<b>Matching Funds</b>				
Non-Governmental Contracts				0.00
Other State Revenue/Accrual				0.00
Federal Grant Funds/Accrual (ARPA Funds)				5,000.00
Local Funds-Match DHS (Mindy 5 hrs/mo, Lisa 1 hr/mo) & PCPH (Tammy 3 hrs/mo) for in-kind accounting + Lanie facilitator 2 hrs/mo				2,755.00
Private Grant Funds/Accrual				0.00
Public Support				0.00
Private Support (BBB Good Grief Support)				8,000.00
In-Kind Donations				0.00
In-Kind County Resources (In-Kind Rent for Art Classes held on County premises)				4,000.00
Local Funds/Accrual				0.00
Other Funds (Specify below)				0.00
<b>Total Match</b>				<b>19,755.00</b>
<b>Total Budget Yr1 (Requested Amount &amp; Match)</b>				<b>69,753.00</b>

The Parties may mutually agree, in writing, to modify the Budget administratively using an OBH Budget Reallocation form





**COLORADO**  
Office of Behavioral Health  
Department of Human Services

## EXHIBIT B, FY23 ANNUAL BUDGET

<b>OBH Program</b>	County Behavioral Health Grant
<b>Agency Name</b>	Prowers County Department of Human Services
<b>Budget Period</b>	July 1, 2022 - June 30, 2023
<b>Project Name</b>	County Behavioral Health Grant Program

<b>Program Contact Name, Title</b>	Lanie Meyers-Mireles
<b>Phone</b>	719-336-7486 x 127
<b>Email</b>	dhsdirector@prowerscounty.net
<b>Fiscal Contract Name, Title</b>	Lisa Farmer
<b>Phone</b>	719-688-3696
<b>Email</b>	lmccullough@prowerscounty.net
<b>Date Completed</b>	11/30/2021

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from OBH
Therapist	In-House Therapist Providing EMDR Treatment to DHS clients	\$ 74,984.00	\$ 16,656.60	12%	\$ 10,996.87
					\$ -
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from OBH
					\$ -
Total Personnel Services (including fringe benefits)					\$ 10,997.00
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH	
Various Providers	Co-pays/Vouchers for mental health providers (SEHG, HPHC & Ryan Medical)	\$ 20,000.00	1	\$ 20,000.00	
				\$ -	
Total Client Costs					\$ 20,000.00
Contractors/Consultants Services (Subcontracts)					Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from OBH	
Prowers County Public Health	Artist & support staff to facilitate art-based programs for youth, adults, and joint youth/adult populations	\$ 25,000.00	1	\$ 25,000.00	
Lamar Area Hospice Good	Certified Child Life Specialist for Good Grief Program	\$ 25,000.00	1	\$ 25,000.00	
Total Contract Services					\$ 50,000.00
Occupancy					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH	
				\$ -	
Total Occupancy					\$ -
Operating / Capital					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH	

Food	Food cost for art based programming events (\$200 per session @ 20 sessions for a total of \$4000)	\$ 200.00	20	\$ 4,000.00
Art supplies	Art supplies for art based programming and early childhood/youth art based programming	\$ 15,000.00	1	\$ 15,000.00
<b>Total Operating</b>				<b>\$ 19,000.00</b>
<b>Depreciation/Amortization</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Total Amount Requested from OBH</b>		
		\$ -		
<b>Total Depreciation/Amortization</b>				<b>\$ -</b>
<b>Professional Fees</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from OBH</b>
				\$ -
<b>Total Professional Fees</b>				<b>\$ -</b>
<b>TOTAL DIRECT COSTS (TDC)</b>				<b>\$ 99,997.00</b>
<b>Less: Expenses per OMB 2CFR § 200</b>				
	Subcontracts in excess of \$25,000	\$		-
	Rent	\$		-
	Equipment	\$		-
	Other Unallowable Expenses	\$		-
<b>Total Expenses per OMB 2CFR § 200</b>				<b>\$ -</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				<b>\$ 99,997.00</b>
<b>Indirect Costs</b>				<b>Annual Budget</b>
<b>Item</b>	<b>Description of Item</b>	<b>Percentage</b>	<b>Total Amount Requested from OBH</b>	
Other	N/A	0%	\$ -	
<b>Total Indirect</b>				<b>\$ -</b>
<b>Total Amount Requested Yr2</b>				<b>\$ 99,997.00</b>
<b>Matching Funds</b>				<b>Annual Budget</b>
<b>Matching Funds</b>				
Non-Governmental Contracts				\$ -
Other State Revenue/Accrual				\$ -
Federal Grant Funds/Accrual (ARPA funds)				\$ 15,000.00
Local Funds-Match DHS (Mindy 5 hrs/mo, Lisa 1 hr/mo) & PCPH (Tammy 3 hrs/mo) for in-kind accounting + Lanie facilitator 2 hrs/mo				\$ 5,510.00
Private Grant Funds/Accrual				\$ -
Public Support				\$ -
Private Support (BBB Good Grief support)				\$ 8,000.00
In-Kind Donations				\$ -
In-Kind County Resources (In-Kind Rent for Art Classes held on County premises)				\$ 8,000.00
Local Funds/Accrual				\$ -
Other Funds (Specify below)				\$ -
<b>Total Match</b>				<b>\$ 36,510.00</b>
<b>Total Budget Yr2 (Requested Amount &amp; Match)</b>				<b>\$ 136,507.00</b>

The Parties may mutually agree, in writing, to modify the Budget administratively using an OBH Budget Reallocation form

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-23

**Submitter:** Sheryl Reifschneider, AP Director

**Submitted to the County Administration Office on:** 3-22-23

**Return Originals to:** Sheryl Reifschneider

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Appointment of One Member to the Prowers County Sand and Sage Roundup Board for a Term to Expire February 2026.

**Justification or Background:** Annual approval

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4/11/2023

**Submitter:** Sheryl Reifschneider, AP Director

**Submitted to the County Administration Office on:** 3/28/2023

**Return Originals to:** Sheryl & Jana

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider ratifying 3-28-2023 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$1,684,691.68, Department of Human Services Payment of Bills Presented in the Amount of \$235,992.87 and H3C in the amount of \$108,554.38 with the Certification date 3-29-2023.

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

## PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL  
INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$1,684,691.68  
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **March 29, 2023**

		#		
		A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	(54,388.93)	304,135.00	82,906.13
ARPA FUND	\$	895,828.20	-	-
FSA ACCOUNT	\$	1,935.00		
BOOKING FEES ACCOUNT	\$	-	2,460.41	
PUBLIC HEALTH AGENCY	\$	-	105,654.62	25,772.42
ROAD & BRIDGE FUND	\$	15,962.64	61,649.48	15,987.33
SALES & USE TAX FUND	\$	-		
CONSERVATION TRUST FUND	\$	6,646.01		
CAPITAL FUND	\$	-		
OTHER AGENCIES FUND	\$	-		
LODGING TAX FUND	\$	-	211.75	60.02
CRMC FUND	\$	8,139.40	91,039.83	28,395.94
OPC FUND	\$	-	69,409.96	22,886.47
<b>Totals</b>	<b>\$</b>	<b>874,122.32</b>	<b>\$ 634,561.05</b>	<b>\$ 176,008.31</b>

DATE: March 29, 2023

DATE: March 29, 2023

DATE: March 29, 2023

DATE: March 29, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	1,684,691.68
AP + Fringes	\$	1,050,130.63
Total Pd Certification - Payroll	\$	1,050,130.63
Total Payroll + Fringes	\$	810,569.36

Ending Check No.	68856
Beginning Check No.	68807

Total Number of Checks:	50
-------------------------	----

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

Prowers County Treasurer's Office

**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES**  
**PAYROLL CERTIFICATION**  
 MONTH: MARCH 2023

**PAYROLL TYPE**  
**DHS:**

**DATE**

**CHECK NUMBERS**

**AMOUNT**

SALARY	03/29/23	100507-100549	
FRINGE	03/29/23	66532-66546	97,150.81
OPERATING	03/29/23	66549-66557	80,461.71
VOID	03/29/23	66547-66548	8,897.12
FORTFEITURE	03/29/23	CRA	0.00
AID DEPEND. CHILD:			(1,347.16)
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY	03/29/23	54468-54485	
FRINGE	03/29/23	8457-8467	27,963.23
OPERATING	03/29/23	8468-8469	20,893.38
			1,973.78

**COUNTY OF PROWERS)**

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$235,992.87 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

March 29, 2023

GRAND TOTAL \$

235,992.87

3/29/23 *Ron Cook* CHAIRMAN

3/29/23 *Wendy Buxton-Andrade* CHAIRMAN

3/29/23 *Wendy Buxton-Andrade* COMMISSIONER

DATE *Wendy Buxton-Andrade* COMMISSIONER

3/27/23 *Wendy Buxton-Andrade* DIRECTOR

BALANCE AS OF 3/27/23 \$1,368,449.86

HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: MARCH 2023

PAYROLL TYPE  
H3C

DATE

CHECK NUMBERS

AMOUNT

SALARY  
FRINGE  
OPERATING

03/29/23  
03/29/23  
03/29/23

30990-31016  
3718-3728  
3729-3731

62,196.92  
45,683.22  
674.24

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY  
CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$108,554.38 ARE APPROVED TO BE PAID FROM THE  
HOTLINE COUNTY CONNECTION CENTER.

March 29, 2023

GRAND TOTAL

\$ 108,554.38

3/29/23

Ron Cook

CHAIRMAN

3/29/23

Wendy Houston-Andrade

COMMISSIONER

3/29/23

Wendy Houston-Andrade

COMMISSIONER

3/27/23

Ronnygo Mule

DIRECTOR

BALANCE AS OF 3/27/23 \$425,898.78

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Lanie Mireles, DHS Director

**Submitted to the County Administration Office on:** 3-24-2023

**Return Originals to:** Lanie Mireles and Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

Consider ratifying 3-24-2023 Email Poll approval of a Proclamation for Proclaiming the Month of April as National Child Abuse Prevention Month in Prowers County, Colorado.

**Item Title/Recommended Board Action:**

**Justification or Background:** Annual approval

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

**THANK YOU!**

# **PROWERS COUNTY**

## **PROCLAMATION**

### **FOR**

## **CHILD ABUSE PREVENTION MONTH**

WHEREAS, every one of the more than 1.2 million children in Colorado today deserve to be valued, healthy and thriving; and

WHEREAS, children are our future employees, leaders and neighbors and will shape the future of Colorado; and

WHEREAS, positive childhood experiences build healthy families and strong communities; and

WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, everyone benefits when we focus on addressing underlying causes that lead to health and social inequities; and.

WHEREAS, we all have a role in ensuring that children have positive experiences and that families have the resources they need, when they need them; and

WHEREAS, when parents, caregivers, family, friends, neighbors, employers and elected leaders work together to increase five critical protective factors in families' lives, that is when we can prevent child abuse, strengthen families and build brighter childhoods; and,

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, we acknowledge that we must work together as a community in partnership to build awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, strengthening families remains the best defense for our children and families.

NOW, THEREFORE, we, the Board of Commissioners, do hereby proclaim April as NATIONAL CHILD ABUSE PREVENTION MONTH in Prowers County, Colorado and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.



CHILD ABUSE PREVENTION MONTH

Done this 24<sup>th</sup> day of MARCH, 2023.

Prowers County Board of Commissioners

Ron Cook  
Ron Cook, Chairman

Wendy Buxton-Andrade  
Wendy Buxton-Andrade, Vice-Chair

Tom Grasmick  
Tom Grasmick

ATTEST:

Jana Coen  
Jana Coen

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 3-29-2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Acknowledgement for issuance of a Special Event Liquor Permit, issued 3-29-2023 to Bent-Prowers Cattle & Horse Growers Association, event scheduled for April 1, 2023 at the Lamar Community College Equine Complex.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**THANK YOU!**

**PROWERS COUNTY  
LAMAR, COLORADO**

VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

**Bent-Prowers Cattle & Horse Growers Association  
at: LCC Equine Complex  
3205 S. Main St.  
Lamar, CO 81052**

PERMIT NUMBER: 038

**SPECIAL EVENTS PERMIT**

☒ MALT, VINOUS, AND SPIRITUOUS LIQUOR

or

☐ FERMENTED MALT BEVERAGE

**VALID ONLY FOR THE FOLLOWING PERIODS**

FROM	4/1/23	5:30 PM	TO	04/01/23	10:00 PM
FROM					


This permit is issued subject to the laws of the State of Colorado and especially under the provision of Title 44, Colorado Revised Statutes §44-107(5).

This permit is non-transferable. It is issued for the specific location described above, and must be conspicuously posted at that location.

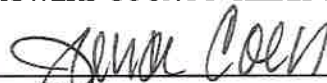
In testimony whereof, the Board of County Commissioners has hereunto subscribed its name by its officers duly authorized this:

29th day of MARCH, 20 23

ATTEST:

  
Elizabeth Hainer  
Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER

  
Jana Coen  
Prowers County Clerk-License Authority



# Application for a Special Events Permit

Departmental Use Only

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

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

RECEIVED  
3-17-2023

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

1. Name of Applicant Organization or Political Candidate  
Bent-Powers Cattle & Horse Growers Association

State Sales Tax Number (Required)  
06-32506

2. Mailing Address of Organization or Political Candidate  
(include street, city/town and ZIP)  
21294 CO RD LL  
Bristol CO 81017

3. Address of Place to Have Special Event  
(include street, city/town and ZIP)  
3205 S. Main St.  
Lamar CO 81052

Lamar Community College  
Equine arena

4. Authorized Representative of Qualifying Organization or Political Candidate  
Amber Freauf

Date of Birth

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)  
21294 CO RD LL Bristol CO 81017

5. Event Manager

Date of Birth

Phone Number

Amber Freauf

Event Manager Home Address (Street, City, State, ZIP)

Email Address of Event Manager

21294 CO RD LL Bristol CO 81017

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes How many days? \_\_\_\_\_

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes License Number \_\_\_\_\_

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

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

Date 4/11/2023 Hours From 5:30p .m. To 10:00p .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

## Oath of Applicant

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

Signature

Amber Freauf

Title

Sec.

Date

3/16/23

## Report and Approval of Local Licensing Authority (City or County)

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)

PROWERS County

☐ City

☒ County

Telephone Number of City/County Clerk

719-336-8011

Signature

Jenna Coen

Title

PROWERS County Clerk

Date

3-29-23

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

## Liability Information

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

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO CATTLEMEN'S ASSOCIATION

is a

Nonprofit Corporation

formed or registered on 01/05/1951 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871119335 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/14/2023 that have been posted, and by documents delivered to this office electronically through 03/16/2023 @ 20:49:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/16/2023 @ 20:49:19 in accordance with applicable law. This certificate is assigned Confirmation Number 14789301 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."





Cattlemen Secretary [REDACTED]

---

**Certificate of Good Standing**

2 messages

**Erin Karney** [REDACTED]

Fri, Mar 17, 2023 at 7:54 AM

To: Bent-Prowers Cattlemen [REDACTED]

Bent-Prowers Cattle and Horse Growers association is an affiliate of Colorado Cattlemen's Association and therefore is covered under CCA.

Erin

**Erin Karney**

Executive Vice President

8833 Ralston Road

Arvada, CO 80002

O: 303.431.6422

C: 719.469.8637



COLORADO  
CATTLEMEN'S  
ASSOCIATION  
*Advancing the Legacy*

--  
**Erin Karney**

Executive Vice President

8833 Ralston Road

Arvada, CO 80002

O: 303.431.6422

C: 719.469.8637



COLORADO  
CATTLEMEN'S  
ASSOCIATION  
*Advancing the Legacy*

**CERT\_GS\_D.pdf**

357K

---

**Bent-Prowers Cattlemen** [REDACTED]

Fri, Mar 17, 2023 at 8:04 AM

To: Erin Karney [REDACTED]

Got it, thanks!

[Quoted text hidden]

--  
Serving Bent, Baca, Crowley, Kiowa, Otero & Prowers counties



## Jana Coen

---

**From:** Mauch, Savanna <Savanna.Mauch@lamarcc.edu> on behalf of Mauch, Savanna  
**Sent:** Wednesday, March 29, 2023 4:48 PM  
**To:** Jana Coen; Reyes, Rosana  
**Cc:** DeBono, Chad; McLemore, Larry  
**Subject:** RE: Bent, Prowers, cattle and horse growers association event at LCC

10:00 pm is fine with me for the equine complex.

Savanna Mauch  
Equine Business Management Instructor  
Equine, Rodeo, Agriculture Department Chair  
719-336-1624



**From:** Jana Coen <jcoen@prowerscounty.net>  
**Sent:** Wednesday, March 29, 2023 1:44 PM  
**To:** Reyes, Rosana <Rosana.Reyes@lamarcc.edu>  
**Cc:** DeBono, Chad <Chad.DeBono@lamarcc.edu>; Mauch, Savanna <Savanna.Mauch@lamarcc.edu>; McLemore, Larry <Larry.McLemore@lamarcc.edu>  
**Subject:** RE: Bent, Prowers, cattle and horse growers association event at LCC

**EXTERNAL MAIL:** [jcoen@prowerscounty.net](mailto:jcoen@prowerscounty.net): Do not click links or open attachments unless you recognize the sender and know the content is safe. Please contact your college IT Help Desk if you have any questions

Hi Dr. Reyes,

I was double checking the Bent-Prowers Cattle & Horse Growers Association's Permit Application for their event that they have scheduled at the LCC Equine Complex and the time that they have listed on their Application for that event is actually 5:30 pm to 10:00 pm. I didn't catch that the time in your email was listed until 8:00 pm which differs from their Application. Could you please reply to my email and confirm that the agreed time for this event at the facility is through 10:00 pm?

Thank you and sorry I didn't catch that sooner,

*Jana Coen*

Prowers County Clerk  
301 S. Main St., Ste. 210  
Lamar, CO 81052  
(719) 336-8011  
[jcoen@prowerscounty.net](mailto:jcoen@prowerscounty.net)

**From:** Reyes, Rosana <[Rosana.Reyes@lamarcc.edu](mailto:Rosana.Reyes@lamarcc.edu)>

**Sent:** Thursday, March 16, 2023 3:25 PM

**To:** [jcoen@prowerscounty.net](mailto:jcoen@prowerscounty.net)

**Cc:** DeBono, Chad <[Chad.DeBono@lamarcc.edu](mailto:Chad.DeBono@lamarcc.edu)>; Mauch, Savanna <[Savanna.Mauch@lamarcc.edu](mailto:Savanna.Mauch@lamarcc.edu)>; McLemore, Larry <[Larry.McLemore@lamarcc.edu](mailto:Larry.McLemore@lamarcc.edu)>

**Subject:** Bent, Prowers, cattle and horse growers association event at LCC

Ms. Coen,

Please be advised that LCC has agreed to host, under a space rental agreement, the annual local Cattlemen Club event on April 1st from 12:00 PM to 8 PM at LCC Equine Center.

Please feel free to contact me if you require any additional information.

Thank you,



Dr. Rosana Reyes

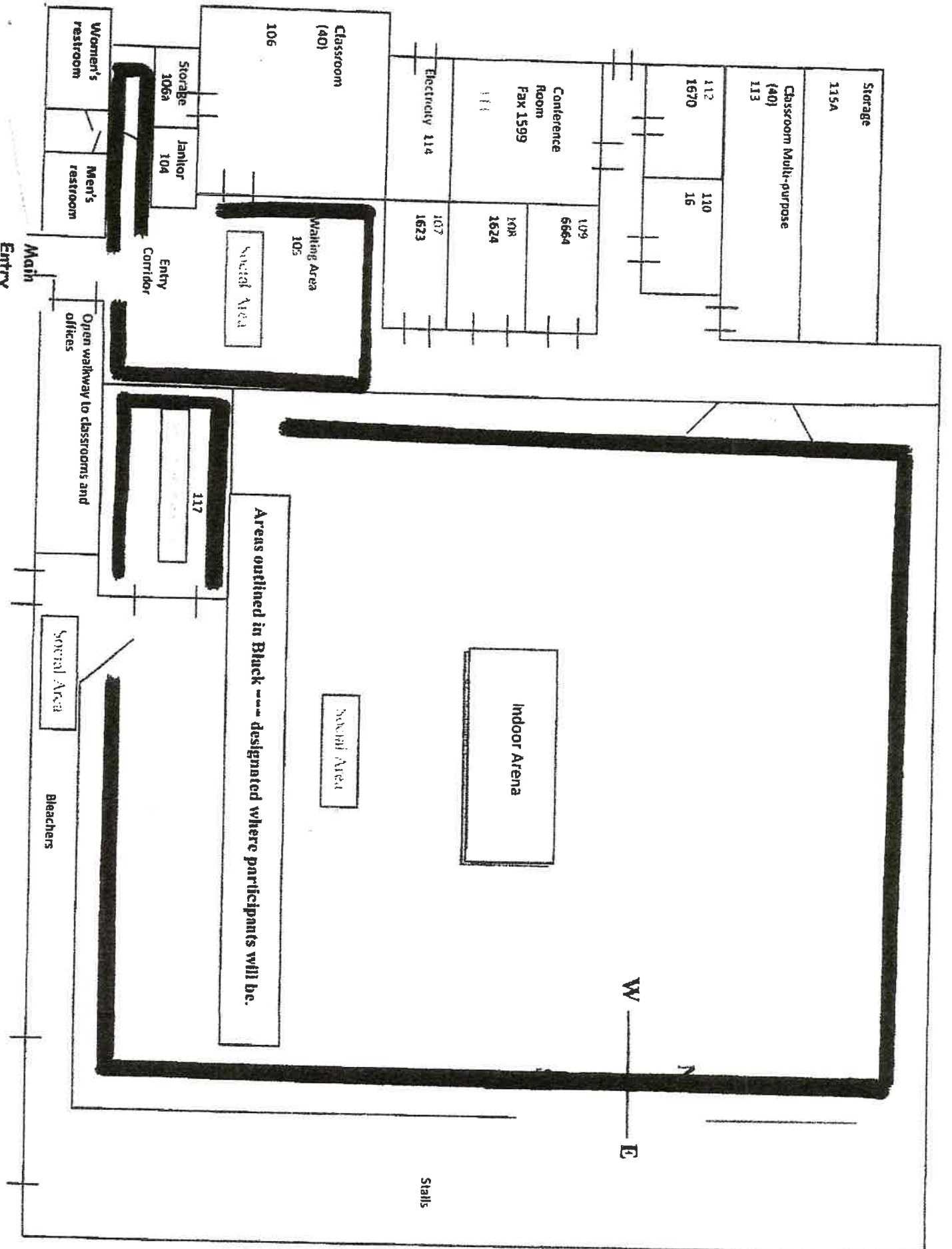
President

[Lamar Community College](http://lamarcc.edu)



*We Enrich Lives Through Learning*

# Equine Complex



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** April 11, 2023

**Submitter:** Meagan Hillman, PCPHE Director

**Submitted to the County Administration Office on:** March 29, 2023

**Return Originals to:** Meagan Hillman PCPHE Director

**Number of originals to return to Submitter:** 1

**Contract Due Date:** As soon as approved. Effective July 1, 2023

**Item Title/Recommended Board Action:**

Consider approval of Amendment #7 24 QAAA 182086 to Original Contract 20 IHIA 129471 between State of Colorado Department of Early Childhood and Prowers County Public Health and Environment-NHVP, expiration date June 30, 2024, and Authorizing Meagan Hillman, Public Health Director to execute the document electronically.

**Justification or Background:** This amendment is for the NFP Contract. It changes the end date from June 20, 2023 to 2024 and increases the annual award to \$622,486

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

.

**THANK YOU!**



**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><b>CONTRACTOR</b> Prowers County Public Health and Environment</p> <hr/> <p>By: Meagan L Hillman, PA-C, MBA Director</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <hr/> <p>By: Lisa Castiglia, Deputy Chief Financial Officer</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Andrea Eurich / Toni Williamson / Telly Belton</p> <p>Amendment Effective Date: _____</p>	

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

**B. Amendment Term**

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

**4. PURPOSE**

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and education mothers in providing general care for their children. This Amendment shall extend the contract expiration date for SFY24, increase funds for SFY24, increases the GAE for SFY24, and amends Exhibits A, B, and C.

**5. MODIFICATIONS**

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

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

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

**B. Increase the Contract Amount for SFY24 by \$622,486 and Increases the Maximum Amount for All State Fiscal Years from \$2,438,186 to \$3,060,672.**

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



## CONTRACT AMENDMENT #7

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 1575 Sherman Street, 1 <sup>st</sup> Floor Denver, CO 80203	<b>Original Contract Number</b> 20 IHIA 129471
<b>Contractor</b> Prowers County Public Health and Environment 1001 South Main Street Lamar, CO 81052	<b>Amendment Contract Number</b> 24 QAAA 182086
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2020 \$635,867* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$190,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).  Extension Terms State Fiscal Year 2021 \$623,788* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).  State Fiscal Year 2022 \$569,643* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$140,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).  State Fiscal Year 2023 \$608,888* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE).  State Fiscal Year 2023 \$622,486* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$90,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE).  Total for All State Fiscal Years \$3,060,672	<b>Contract Performance Beginning Date</b> July 1, 2019  <b>Current Contract Expiration Date</b> June 30, 2024

**Signature Page begins on next page →**



**C. Exhibit A – Statement of Work**

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

**D. Exhibit B – Budget**

Exhibit B – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

**E. Exhibit C – Additional Provisions**

Exhibit C – Amendment #7, which is attached and incorporated by this Amendment, shall replace Exhibit C – Amendment#6 of the Original Contract

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

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

## **STATEMENT OF WORK (SOW)**

**PROWERS COUNTY PUBLIC HEALTH AND ENVIRONMENT  
1001 S. MAIN ST.  
LAMAR, COLORADO 81052**

**JULY 1, 2023 – JUNE 30, 2024**

**WORK PLAN**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Southeast Colorado Nurse- Family Partnership shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Baca, Bent, Crowley, Kiowa, Las Animas, Prowers, and Otero counties by delivering high quality nursing services that comply with model fidelity.					
<b>Key Activity A: Provide ongoing training, supervision and professional development for all NHVP Staff including model specific training and state required trainings and events, including those offered by Early Childhood Council.</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 In collaboration with each NHVP staff, identify learning needs and develop an individualized plan for professional development.	Ongoing	Staff receive ongoing professional development to ensure proficiency in delivering high quality NFP program services.	100 % of NHVP NFP staff have professional development (PD) goals identified annually	NFP NS, NFP NHV	Training and Technical Assistance
A.2 Secure approved contract and/or internal staffing for mental health consultation	September 30, 2023	Nursing professional development, nurse retention, and compassion fatigue and/or other identified professional development needs	# Of completed mental health case conferences as noted in NFP FLO database.	NFP NS, Agency Director	Personnel Contract services



## **INTRODUCTION/BACKGROUND**

The Nurse Home Visitor Program (NHVP) was created in statute in FY 2000. The NHVP utilizes Nurse-Family Partnership (NFP), an evidenced-based, voluntary, community health nursing program aimed at improving the lives of families expecting their first child. Clients are partnered with a registered nurse early in their pregnancy and receive home visits until the child turns two. All nurses delivering NFP are trained on the model by the NFP National Service Office (NFPNSO) and receive nursing consultation and continuing education from Invest in Kids (IIK). IIK, the NFPNSO, and the University of Colorado monitor the data to ensure the program is being implemented with fidelity to the model as tested in the original randomized controlled trials. Per statute, Colorado Department of Early Childhood (CDEC) is responsible for fiscal oversight and contract management of the program.

### **Eligible Population:**

The program is open to all first-time, low-income parents (individuals living with an annual income below 200% of federal poverty level). The cumulative average age of clients in Colorado is 24. NHVP is available in all 64 counties in Colorado. The total number of eligible mothers according to the CO Health Index Dataset is 7,437 in 2021 which is the last year data is available.

### **Services:**

- Improve pregnancy outcomes by helping parents engage in preventative health practices including prenatal care from their healthcare providers, improving their diets, and reducing the use of cigarettes, alcohol, and illegal substances.
- Improve child health and development by helping parents provide responsible and competent care.
- Improve the economic self-sufficiency of the family by helping parents develop a vision for their own future, plan future pregnancies, continue their education and find work.

## **SCOPE OF WORK**

Prowers County Public Health and Environment's Nurse-Family Partnership shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Baca, Bent, Crowley, Kiowa, Las Animas, Prowers, and Otero counties by delivering high quality nursing services that comply with NFP model fidelity.

Prowers County Public Health and Environment's goal for this project is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child health and school readiness through the provision of high-quality Nurse-Family Partnership (NFP) home visiting services for a caseload of 60 eligible families.

## **PERIOD OF PERFORMANCE**

July 1, 2023 – June 30, 2024

**Exhibit A – Amendment #7**

<p>A.3 Agency shall coordinate referrals to NFP with maternal health care and community services, such as WIC. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as Women, Infants, and Children (WIC), etc. as needed; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.</p>	<p>Ongoing</p>	<p>Agency implements referral coordination between maternal and child health care services and NFP.</p>	<p># of referrals received from community services, i.e. WIC</p> <p># of referrals sent to community services</p>	<p>NFP NHV, NFP NS</p>	<p>Personnel Operating</p>
<p>A.4 NHVP staff shall attend all mandatory calls and meetings facilitated by state intermediary (IIC) and the CDEC</p>	<p>Ongoing</p>	<p>NHVP staff receive information to understand and comply with NHVP statement of work, fiscal and contractual expectations and NFP model expectations, to be able to provide high quality NFP services to clients and administer the program efficiently and effectively.</p>	<p># of required calls and meetings attended.</p> <p># of staff who attended.</p>	<p>NFP NS, NFP NHV, NFP Data entry person</p>	<p>Personnel Operating</p>



<b>Key Activity B: Recruit and retain NHVP NFP eligible families, provide voluntary NFP home visits and services for funded caseload</b>				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible Budget Category
B.1 Review NFP enrollment, disenrollment, re-enrollment and dual enrollment policies & procedures to ensure voluntary participation and prioritization of NHVP enrollments for clients identified as high risk within the NFP population of focus Update as needed.	Ongoing	At risk NHVP eligible clients are enrolled in the NFP program in pregnancy and no later than 30 days post-partum, per Colorado NFP program guidelines.	100% of clients meet NFP population of focus at enrollment, as noted on NFP client application.	NFP NS, NHV Personnel Operating
B.2 Provide NFP visits (telehealth and in-person) to current caseload per NFP standard visit schedule or agreed upon alternate visit schedule, based on client choice.  Build funded caseload throughout the year, commensurate with staffing, to reach caseload.	Ongoing	Conduct family-centered visits in accordance with NFP model specific guidelines.	# of client visits completed # of clients enrolled by 28 weeks pregnancy and # enrolled after 28 <sup>th</sup> week  # of clients retained in the program	NHVP NFP NS NHVP NFP nurses  Personnel



**Key Activity C: Ensure accurate and timely data collection as specified by the NFP NSO and utilize data reports to assess and guide program implementation.**

<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
C.1 Enter data into NFP data collection system and monitor data utilizing NSO and any additional data reports from IJK	Ongoing	Data collected to track performance and identify measurable improvements at site level	NFP database reflects data collected and reported.	NFP Data entry person and NFP NS	Personnel Operating
<b>Key Activity D: Provide efficient and effective fiscal and programmatic administration for all aspects of NHVP Program.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
D.1 Finance staff shall submit monthly invoices to Department of Early Childhood per expected timelines once reviewed and approved by NHVP program staff.	Ongoing	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes to <a href="mailto:CDEC_invoicing@state.co.us">CDEC_invoicing@state.co.us</a>	# of monthly financial invoices submitted to CDEC on time.	PCPHE Accountant	Personnel Indirect (finance office staff time and effort)
D.2 NFP staff shall contact Department of Early Childhood regarding needed budget modifications prior to expending grant funds to ensure compliance with NHVP fiscal requirements- this includes any changes in salary that are not accounted for in the contract budget.	Ongoing as need arises	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Email communication with CDEC staff and submitted budget revision requests.	PCPHE Accountant, NFP NS	Personnel Indirect (finance office staff time and effort)
D.3 Finance staff shall complete and submit NHVP year-end statements to per Department of Early Childhood requirements.	June 30, 2024	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Year-end invoicing completed and submitted per expected contract timelines.	PCPHE Accountant	Personnel Indirect (finance office staff time and effort)
D.4 Agency fiscal staff working on NHVP services connect with CDEC program manager within forty-five (45) days of starting position.	Ongoing, as needed	New fiscal staff shall meet with the CDEC NHVP manager for fiscal training.	Meeting completed	PCPHE Accountant	Personnel



**Key Activity E: Develop plan to continue Medicaid billing.**

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E.1 Develop plan to continue Medicaid billing with support from IIK consultant	October 1, 2023	Plan is complete	Completed plan	Plan is completed	Personnel
E.2 Bill Medicaid when clients receive services in one of the four billable areas (TCM, tobacco cessation, maternal depression screenings and preventative counseling)	Ongoing	Medicaid billing occurs	HCPF Reporting	Director of Operations/billing person	Personnel

**SCHEDULE/MILESTONES**

Prowers County Public Health and Environment’s NFP program is affiliated with the NFP National Service Office and works closely with Invest in Kids, Colorado’s State intermediary, to ensure the program is delivered in compliance with model fidelity. Prowers County Public Health and Environment shall adhere to all the NFP Model elements which demonstrate implementation with fidelity to the model.

**ACCEPTANCE CRITERIA**

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



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

Contractor Name	Prowers County Public Health & Environment
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Nurse Home Visitor Program
Counities Served	Baca, Bent, Crowley, Kiowa, Las Animas,

Program Contact Name, Title	Karia Work, RN, BSN Nurse Supervisor
Phone	719-688-8724
Email	kwork@prowerscounty.net
Fiscal Contact Name, Title	Reyna Perez, Accountant
Phone	719-336-8721
Email	pcpheaccountant@prowerscounty.net
Funded Caseload	60

Expenditure Categories									
Personnel Services – Salaried Employees						SFY 2024			
Position Title	Description of Work and Fringe Fringe benefits include: FICA, Health Ins., Vision Ins., Life Ins. & 5% Matching Retirement	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Individual Nursing staff salary not to exceed \$108,887 (A Contract Amendment is required if any additional funds are added to the total contract amount)									
Nursing Staff Includes 1 Nurse Supervisor and 3 Nurse Home Visitors	Overall Program implementation and home visiting service delivery				\$314,976	\$0	\$0	\$314,976	
Non Nursing Staff									
Admin Support/Data Entry	Administrative Assistant.	\$35,336	\$15,548	100%	\$50,884	\$0	\$0	\$50,884	
Bilingual Aide	Bilingual Aide.	\$36,945	\$13,077	14%	\$7,003	\$0	\$0	\$7,003	
1b. Non Nursing Staff Total					\$57,887	\$0	\$0	\$57,887	
1. Total Personnel Services (including fringe benefits)					\$ 372,863	\$ –	\$ –	\$ 372,863	
Supplies & Operating Expenses						SFY 2024			
Item	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Office Operating Expenses (i.e. supplies)	This includes paper, ink, pens, paper clips, file folders, traveling folders and general office supplies necessary to support the implementation of the program.					\$0	\$0	\$13,500	
Client Support Materials	Items that augment the program curriculum and help the client's assimilation of knowledge regarding material. This includes books, object lesson materials, folders and other supplies. Items donated to SENFP for clients including baby supplies, calendars, personal hygiene, books, and additional items.					\$0	\$3,896	\$6,548	
Printing & Publications	Forms needed to implement the program as well as use of media to increase community awareness in service area.					\$0	\$0	\$4,800	
Postal & Shipping Services	For nurses to mail their data and other materials each week to the Supervisor and Support staff. Also for mailing cards, letters, information to clients.					\$0	\$0	\$3,600	
Communications (cellular, network services)	Includes in-house long distance as well as wireless devices for wi fi and cell phones for the nurses.					\$0	\$3,896	\$9,700	
Medical Supplies	Include replacement stethoscopes, scales, blood pressure cuffs,masks, etc. These items are used for physical assessments of the mother and child.					\$0	\$0	\$5,000	
Technology (laptops, computers, tablets)	To maintain & replace computers and software as needed to efficiently implement the NFP program. The NSO is using E-Facilitators which require NHV to use an electronic device during their visits. Tablets are					\$0	\$7,791	\$4,612	
Community Coalition	Essential for maintaining the fidelity of the program. The coalition must meet 4 times per year and currently the meetings are over the lunch hour and we provide the lunch. We have better participation by holding this meeting over lunch. Some of the members drive over 1 hour to attend the meeting and providing lunch is a small way to show our gratitude for their service.					\$0	\$0	\$1,200	
IT Support Repair	The NFP related costs of our IT service provider for computers, laptops, tablets, printers, and copier costs allocated to Nurse Home Visiting. This equipment is essential to maintain fidelity of the program and provide quality services to clients. Based on formula county uses for IT services for employee and IT devices.					\$0	\$0	\$7,150	
Insurance/Workers Comp	The NFP related costs of our liability and worker's comp insurance costs allocated to Nurse Home Visiting.					\$0	\$0	\$1,000	
Rental Costs	Office space for NFP program.					\$0	\$0	\$13,367	
2. Total Supplies & Operating Expenses						\$0	\$15,583	\$70,477	
Training and Technical Assistance						SFY 2024			
Item	Description of Item				Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Program Support Fee- All Teams	NSO Annual Program Support Fee For All Teams				\$20,388	\$0	\$0	\$20,388	
NSO Education Fees	Required NSO fees for new nurses, supervisors and/or administrators				\$11,529	\$0	\$0	\$11,529	
Dance Education & Licensing	Required Dance licencing and education fees				\$1,075	\$0	\$0	\$1,075	
Professional Development	All other professional development for NHVP team				\$5,385	\$0	\$0	\$5,385	
3. Total Training and Technical Assistance					\$38,377	\$0	\$0	\$38,377	
Equipment (Over \$5,000 Per Item)						SFY 2024			
Name	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
	No costs shall be reimbursed in this category by CDEC.					\$0	\$0	\$0	
4. Total Equipment						\$0	\$0	\$0	

Travel		SFY 2024		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Visit & Outreach Mileage	Outreach mileage is necessary for nurses to travel to client locations throughout the region. Baca, Bent, Crowley, Kiowa, Las Animas, Otero, & Prowers Counties	\$0	\$0	\$62,550
Travel to Attend Required Training	Necessary for the supervisor to attend mandatoy state meeting and trainings. mandatory Joint Visit Observations by supervisor w/NHV to various counties served. Also includes travel for NHV to serve Las Animas County clients & CLC for one nurse.	\$0	\$0	\$15,000
5. Total Travel		\$0	\$0	\$77,550
Contractors/Consultants (payments to third parties or entities)		SFY 2024		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
No costs in this category shall be reimbursed by CDEC.		\$0	\$0	\$0
6. Total Contractors/Consultants		\$0	\$0	\$0
Items that cannot be included in Modified Total Direct Costs (MTDC)		SFY 2024		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Rental Costs	General rental costs for the program's operation location (does not include meeting room fees)	\$0	\$0	\$13,367
Program Support Fee- All Teams	NSO fee	\$0	\$0	\$20,388
7. Total Items that cannot be included in MTDC		\$0	\$0	\$33,755
TOTAL DIRECT COSTS		\$0	\$15,583	\$559,267
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$0	\$15,583	\$525,512
Indirect Costs		SFY 2024		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Indirect Rate	Negotiated rate of 12.03% of MTDC	\$0	\$0	\$63,219
Total Indirect		\$0	\$0	\$63,219
TOTAL		\$0	\$15,583	\$622,486

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

## **ADDITIONAL PROVISIONS**

### **1. SERVICE PROVISIONS**

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

### **2. GOALS AND OBJECTIVES**

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

### **3. COPY OF SUBCONTRACT**

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

### **4. PAYMENT**

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

- A.** The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us) no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** **Timely Invoicing** - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to



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

- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

## **5. PARTICIPATION**

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

## **6. SUPPLANTING**

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

## **7. BUDGET CHANGES**

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

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





## **8. TRAVEL**

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

- A.** Mileage shall not exceed the State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- B.** Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- C.** Hotel rates cannot exceed any rate established for conference attendance.
- D.** Usage of airfare or Out of State Travel requires pre-approval from CDEC.

## **9. CRITICAL INCIDENT REPORTING**

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

## **10. MANDATED REPORTING**

- A.** All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B.** All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

## **11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

- A.** Nurse Home Visitor General Accounting Encumbrance (NHVP-GAE) shall be utilized as follows:
  - i.** Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.
  - ii.** Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for





the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.

- iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.
  - iv. Transition salaries to pay new staff during the overlap with the staff member leaving in order to provide time for adequate training. Once the original staff member leaves, the new staff member's salary would be paid against the existing line in their budget.
  - v. Translation and interpretation services to serve clients who are deaf or hard of hearing, and those whose primary language is not English.
- B.** Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C.** Invoices shall be submitted separately for pre-approved expenditures.
- i. The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).

## **12. GIFT CARDS**

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



**15. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS**

- A.** Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations (CFR) § 376.147 and 42 CFR part 1001, which clarifies that this applies to individuals and entities.
- B.** Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, 42 U.S.C. 1320a-7, 1320a-7a, 1320c-5, or 1395ccc, and implementing regulation at 42 CFR part 1001, will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C.** Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 3-30-23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

Consider approval of Contract Amendment #4 23 QAAA 182411 to original Contract # 21 IHIA 168429 between Prowers County Department of Human Services and the Colorado Department Early Childhood for the provisions of the Colorado Fatherhood F.I.R.E Grant, and Authorizing Lanie Meyers-Mireles, DHS Director to execute the document electronically.

**Item Title/Recommended Board Action:** This budget was amended to include costs of travel to a fatherhood conference in Arizona

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



## CONTRACT AMENDMENT #4

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	<b>Original Contract Number</b> 21 IHIA 168429
<b>Contractor</b> Prowers County Department of Human Services P.O. Box 1157; 1001 S. Main St. Lamar, CO 81052	<b>Amendment Contract Number</b> 23 QAAA 182411
<b>Current Contract Maximum Amount</b> Initial Term 05/17/2021-09/29/2021 \$108,693	<b>Contract Performance Beginning Date</b> May 17, 2021
Extension Terms 09/30/2021-09/29/2022 \$108,693 09/30/2022-09/29/2023 \$109,923 Total for All Federal Fiscal Years \$327,309	<b>Current Contract Expiration Date</b> September 29, 2023

**Signature Page begins on next page →**



**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p align="center"><b>CONTRACTOR</b> Prowers County Department of Human Services</p> <p>By: Lanie Meyers- Mireles, Director</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <p>By: Lisa Castiglia, Deputy Chief Financial Office</p> <p>Date: _____</p>
<p align="center">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Andrea Eurich / Toni Williamson / Telly Belton</p> <p>Amendment Effective Date: _____</p>	





**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

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

**4. PURPOSE**

Prowers County Department of Human Services shall provide specialized outreach to fathers with children receiving Medicaid, single parent fathers, noncustodial fathers, military veteran fathers, fathers without a high school diploma, fathers participating in Head Start, fathers reentering after incarceration, fathers with a history of involvement in the foster care system, and unemployed fathers. Prowers County DHS shall build capacity and partnerships to more effectively serve fathers to improve the well-being of children by increasing the proportion of children growing up with involved, responsible, and committed fathers. This Amendment shall amend Exhibits B, D, and E.

**5. MODIFICATIONS**

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

- A. Increase the Contract Amount for FFY23 by \$1230 from \$108,693 to \$109,923 and Increases the Maximum Amount for All Federal Fiscal Years from \$326,079 to \$327,309.**

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



**B. Exhibit B – Budget**

Exhibit B – Amendment #4, which is attached and incorporated by this Amendment, shall replace Exhibit B- Amendment #3 of the Original Contract.

**C. Exhibit D – Additional Provisions**

Exhibit D – Amendment #4, which is attached and incorporated by this Amendment, shall replace Exhibit D – Amendment#3 of the Original Contract.

**D. Exhibit E – Supplemental Provisions for Federal Awards**

Exhibit E – Amendment #4, which is attached and incorporated by this Amendment shall be added to Exhibit E – Amendment#3 of the Original Contract.

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

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



# Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

<b>Contractor Name</b>	Prowers County Department of Human Services	<b>Program Contact Name, Title</b>	Lanie Meyers-Mireles
<b>Budget Period</b>	September 30, 2022 - September 29, 2023	<b>Phone</b>	719-336-7486 x 127
<b>Project Name</b>	Colorado Fatherhood Program Site	<b>Email</b>	dhsdirector@prowerscounty.net
		<b>Fiscal Contact Name, Title</b>	Lisa Farmer
		<b>Phone</b>	719-688-3696
		<b>Email</b>	lmccullough@prowerscounty.net

Expenditure Categories					
<b>Personnel Services – Salaried Employees</b>					<b>9/30/2022-9/29/2023</b>
Position Title	Description of Work and Fringe Benefits Include: health insurance, life insurance, vision, and CO-PERA retirement contribution	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Fatherhood Advocate/Home Visitor	Administer all aspects of the Fatherhood program. Fringe includes health, life, vision, unemployment ins, workers comp, and CO-PERA contribution	\$39,574	\$13,220	100.00%	\$52,794
Special Programs Supervisor/Fatherhood Supervisor	Provide supervision and oversight of the Fatherhood program. Fringe includes: health insurance, life insurance, vision, and CO-PERA retirement contribution.	\$74,988	\$17,309	20.00%	\$18,459
Business Office Manager	Business office and accounting services. Fringe includes: health insurance, life insurance, vision, and CO-PERA retirement contribution.	\$66,924	\$16,289	7.00%	\$5,825
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$77,078</b>
<b>Contractors/Consultants (payments to third parties or entities)</b>					<b>9/30/2022-9/29/2023</b>
Name	Description of Item	Total Amount Requested from CDEC			
CFO	Accounting contractor. Will prepare and submit monthly invoices to CDEC.	\$2,400			
<b>Total Contractors/Consultants</b>				<b>\$2,400</b>	
<b>Travel</b>					<b>9/30/2022-9/29/2023</b>
Item	Description of Item	Total Amount Requested from CDEC			
Mileage	Mileage, per diem for case management, meetings, conferences, etc.	\$2,730			
<b>Total Travel</b>				<b>\$2,730</b>	
<b>Supplies &amp; Operating Expenses</b>					<b>9/29/2023</b>
Item	Description of Item	Total Amount Requested from CDEC			
FHI Subscription	Financial Health Subscription	\$2,495			
Meetings/Mentors	Facilitator for and coordination of classes	\$4,500			
Incentives	Incentives/ social activities	\$5,775			
Child Care	Child care	\$1,000			
Meals	Meals	\$3,970			
Transportation	Transportation	\$1,500			
Books	Books/journals	\$800			
Materials and Supplies	Marketing, Materials, and Supplies (workbooks, pens, paper, copies, etc.)	\$5,000			
Cell Phone	Cell phone and wifi	\$2,200			
<b>Subtotal</b>				<b>\$27,240</b>	
<b>Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)</b>					
No costs in this category shall be reimbursed by CDEC.				\$0	
<b>Subtotal Items removed from MTDC</b>				<b>\$0</b>	
<b>Total Supplies &amp; Operating Expenses</b>				<b>\$27,240</b>	

Training and Technical Assistance		9/30/2022-9/29/2023
Item	Description of Item	Total Amount Requested from CDEC
Conference Registration	Child Support Conference Registration	\$250
Grantee Conference	Grantee Orientation/Biennial Conference	\$0
Training	CFSA 2.0 Training or Other Relevant Training	\$225
Total Training and Technical Assistance		\$475
TOTAL DIRECT COSTS		\$109,923
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$109,923
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		9/30/2022-9/29/2023
Item	Description of Item	Total Amount Requested from CDEC
10% de minimis Indirect rate:	No costs in this category shall be reimbursed by CDEC.	\$0
Total Indirect		\$0
TOTAL		\$109,923

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



## **ADDITIONAL PROVISIONS**

### **1. SERVICE PROVISIONS**

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

### **2. GOALS AND OBJECTIVES**

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

### **3. COPY OF SUBCONTRACT**

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

### **4. PAYMENT**

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

- A. The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us) no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. **Timely Invoicing** - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.



- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

## **5. PARTICIPATION**

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

## **6. SUPPLANTING**

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

## **7. BUDGET CHANGES**

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

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

## **8. TRAVEL**

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

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

- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

#### **9. SUBRECIPIENT**

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

#### **10. CRITICAL INCIDENT REPORTING**

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

#### **11. MANDATED REPORTING**

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

#### **12. GIFT CARDS**

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.



- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.

### EXHIBIT E- Amendment #4 - Supplemental Provisions for Federal Awards

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

#### 1) Federal Award Identification

- i. Subrecipient: **Prowers County Department of Human Services;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **Y8C4HSXY95M6;**
- iii. The Federal Award Identification Number (FAIN) is **90ZJ0036;**
- iv. The Federal award date is **09/07/2021;**
- v. The subaward period of performance start date is 09/30/2020 and end date is 09/29/2025;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
<b>09/30/2022 - 09/29/2023</b>	<b>09/30/2022-09/29/2023- \$109,923</b>	<b>09/30/2022-09/29/2023- \$109,923</b>	<b>09/30/2022-09/29/2023- \$109,923</b>

- vii. Federal award project description: **Colorado Fatherhood FIRE Grant;**
  - viii. The name of the Federal awarding agency is **Department of Health and Human Services Administration for Children and Families: The Office of Family Assistance;** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Kendra Dunn;**
  - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.086 – Healthy Marriage and Responsible Fatherhood,** name is **Colorado Fatherhood Program,** and dollar amount is **\$1,495,808;**
  - x. This award is **not** for research & development;
  - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions and Exhibit A – Statement of Work.**
  - 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions and Exhibit A – Statement of Work.**

- 4) Subrecipient's approved indirect cost rate is a **de minimis rate of 0%**
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions and Exhibit A – Statement of Work.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds**

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

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

## 1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and



- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
  - 1.1.1.2. Award **does not** include:
    - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
    - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
    - 1.1.1.2.3. Any award classified for security purposes; or
    - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
  - 1.1.5.1. If the source of funding is a Grant:
    - 1.1.5.1.1. a Non-Federal Entity;
    - 1.1.5.1.2. a foreign public entity;
    - 1.1.5.1.3. a foreign organization;
    - 1.1.5.1.4. a non-profit organization;
    - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 1.1.5.2. If the source of funding is not a Grant:
    - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
    - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
    - 1.1.5.3. a foreign public entity;
    - 1.1.5.4. a domestic or foreign non-profit organization;
    - 1.1.5.5. a domestic or foreign for-profit organization; and
    - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.

- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2. Is not organized primarily for profit; and
  - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
  - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. COMPLIANCE.**

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

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

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

#### **4. TOTAL COMPENSATION.**

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
  - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
    - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
    - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

#### **5. REPORTING.**

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

#### **6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

#### **7. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
  - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1.1. Subrecipient DUNS Number;

- 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
- 7.1.1.3. Subrecipient parent's organization DUNS Number;
- 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
- 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
  - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
  - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. PROCUREMENT STANDARDS.**

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **9. ACCESS TO RECORDS.**

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

## **10. SINGLE AUDIT REQUIREMENTS.**

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



- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.**

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
  - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
  - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
  - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## **12. CERTIFICATIONS.**

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

## **13. EXEMPTIONS.**

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

## **14. EVENT OF DEFAULT AND TERMINATION.**

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Paula Gonzales

**Submitted to the County Administration Office on:** 3-31-2023

**Return Originals to:** Paula Gonzales & Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of designating Ron Cook as 2023 County Health Pool Representative, Mark Westhoff as Alternate Representative, Paula Gonzales and Mindy Maestas as designated Correspondent Representatives.

**Justification or Background:**

Approve and Sing form to be returned to County Health Pool designation official Prowers County Representatives and Correspondent Individuals for 2023

**Fiscal Impact: This item is budgeted in the following account code:**

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

# DESIGNATION OF REPRESENTATIVE TO COUNTY HEALTH POOL

WHEREAS, the governing body of Prowers County ("Public Entity") is advised that the business to be conducted at Members' Meetings of the County Health Pool must be transacted by the Official Representative of each Member; NOW, THEREFORE, BE IT RESOLVED, that the governing body of Prowers County ("Public Entity"), hereby and herewith: designates the following individual as its Official Representative to all County Health Pool Members' meetings;

NAME: Ron Cook  
TITLE: BOCC Chairman  
ADDRESS: 301 S Main St, Ste 215, Lamar, CO 81052  
PHONE: 719-336-8025 EMAIL: rcook@prowerscounty.net

If applicable, the Designated Alternate Representative is;

NAME: Mark Westhoff

**PUBLIC ENTITY DESIGNATED CORRESPONDENT** (individual(s) that will receive monthly billing invoices, provide enrollment terms/add/changes and other general correspondences intended for distribution to employees)

NAME:	<u>Paula Gonzales</u>	NAME:	<u>Mindy Maestas</u>
TITLE:	<u>HR / Payroll</u>	TITLE:	<u>DHS Office Manager</u>
ADDRESS:	<u>301 S Maine, Ste 215, Lamar, CO</u>	ADDRESS:	<u>1001 S Main, Lamar, CO</u>
PHONE:	<u>719-336-8025</u>	PHONE:	<u>719-336-7486 xt 117</u>
EMAIL:	<u>paula.gonzales@prowerscounty.net</u>	EMAIL:	<u>mmaestas@prowerscounty.net</u>

COMPLETED BY: \_\_\_\_\_  
(**MUST** be completed and signed by governing body)

DATE: \_\_\_\_\_





# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4/11/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 4/3/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

"Consider approval of Purchase of Service Contract between Prowers County Department of Human Services and Whole-Hearted Connections, LLC for services to support augmentation of direct therapy, inpatient treatment programs, outreach and education, navigation and care coordination services for Non-English-speaking individuals, suicide prevention and intervention, crisis response, and to assist in removing barriers from community members accessing mental/behavioral health services."

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

Funds from the county behavioral health grant will be utilized.

County: \_\_\_\_\_

Federal: \$ \_\_\_\_\_

State: \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

## PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE COUNTY OF PROWERS, STATE OF COLORADO, hereinafter specifically referred to as "Prowers County Department of Human Services", whose address is 1001 South Main St. Lamar, CO 81052 and Whole Hearted Connection, LLC hereinafter referred to as "Independent Contractor", whose address is 313 South 5<sup>th</sup> St., Suite 2 Lamar, CO 81052.

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in Component 2 of CMS#: 22 IHJA 173925 and Contract Amendment #2 (attached hereto as Exhibit A). Services are exclusively available to Prowers County residents.
3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit B upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County. Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by

Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

11. Assignment. Company may not assign this contract without the written consent of Prowers County.

12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

13. Appropriation. Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.

14. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

15. Illegal Aliens. Company certifies that Company shall comply with the provisions of C.R.S. 8-17.5-101 et seq. Company shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Company represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). Company shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by Colorado Department of Labor and Employment. If Company fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., Prowers County may terminate this contract for breach and Company shall be liable for actual and consequential damages to Prowers County.



16. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Agreement, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

17. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS,  
PROWERS COUNTY, COLORADO

INDEPENDENT CONTRACTOR:

By \_\_\_\_\_  
Ron Cook, Chairman

By \_\_\_\_\_  
Contractor's Signature

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

By \_\_\_\_\_  
Wendy Buxton-Andrade, Vice-Chair

By \_\_\_\_\_  
Tom Grasmick, Commissioner

ATTEST:

By \_\_\_\_\_  
Jana Coen, Clerk

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



**Entity Submitting Application & Primary Contact:**

Prowers County Department of Human Services  
Lanie Meyers-Mireles (719) 336-7486, ext. 127, [dhsdirector@prowerscounty.net](mailto:dhsdirector@prowerscounty.net)

**Amount Requested:**

Year 1: (6-month budget) \$69,753.00; Year 2: (12 month budget) \$136,507.00

**Project Outline:**

This application is being submitted by Prowers County Department of Human Services to support an augmentation of direct therapy, inpatient treatment programs, outreach and education, navigation and care coordination, services for non-English-speaking individuals, suicide prevention and intervention, crisis response, and to assist in removing barriers from community members accessing mental/behavioral health services. Prowers County is requesting funds to support an art-based therapy program to be coordinated by Prowers County Public Health & Environment, provide co-pay assistance to community members unable to afford co-pays for in-patient treatment or ongoing therapy, support for the Good Grief/Child Life Specialist position to conduct outreach, education and navigation, and to increase access to EMDR treatment provided by Prowers County Department of Human Services staff.

**Funding Dedication (listed as annual):**

A combination of local contribution, in-kind funds and county match will be utilized for this grant as outlined in the attached budget.

**Project Description:**

**Background Information & Data Analysis**

Prowers County is geographically situated in the lower Southeast corner of Colorado and ranks 36th in size of the 64 counties in Colorado. Population estimates in 2019 listed overall population for Prowers County at 12,172 with 20.6% of the total population being under 18 years, 59.2% of the population being 18-64 years, and 20.2% of the population was 65+. Racial breakdown for the county is as follows: 94.1% White, 1.0% Black or African American, 2.1% American Indian or Alaska Native, 0.6% Asian. The percent of the population listed as Hispanic or Latino was 39%.

Nearly 15% of the population in Prowers County under age 65 was documented without health insurance. The US Census Small Area Income and Poverty Estimates report that 19.6% of Prowers County's total population lives in poverty compared to 11.5% in the State and 14.5% in the Nation. The median household income was listed at \$41,929. The 2021 Kids Count reported indicated 57.7% of school age children qualified for free/reduced lunch compared to 40.2% in the State and 25.5% of children under 18 years of age were living in poverty compared to 11.2% in the State. Child abuse rate 5.0 per 1,000 in 2019.

Mental health drivers of emergency department visits within the region indicate that depression contributed to 24% of these visits, mental illness contributed to 68%, 5% were a result of I/DD with co-occurring behavioral health needs, and 3% were driven by self-harm behaviors. Alcohol, cannabis, and opioids are the primary substances driving emergency department visits. Alcohol accounted for 36.9% of the emergency department visits, cannabis accounted for 19.8% of the visits and opioids accounted for 16.7% of emergency department visits. The rate of behavioral health issues driving an emergency department visit for Region 4 was 241.3 per 1,000 visits. This data point ranked Region 4 at the highest end of all regions. Ten out of the 11 counties in Region 4 exceeded the state age-adjusted rate of 17.0 drug overdose deaths and suicide death per 100,000 residents.

Data found on the Colorado Health Institute site also indicates some common barriers to obtaining behavioral health treatment include stigma and lack of insurance coverage or ability to cover the costs/co-pays. As one parent indicated during a focus group meeting “trying to preserve your dignity and find help is really hard with mental health.” Additionally, as is indicated in our economic data, there is a high poverty level in Prowers County and a low average median income. Even those people that make enough money to be able to access private insurance or insurance through an employer often have co-pays for visits in the range of \$30-\$50 per visit. This can create a barrier for our community members being able to access services and/or sustain services, even when critically necessary.

With regard to mental health and children, our school partners continue to report concerns about the emotional well-being of the children in the school. They are reporting an increased level of anxiety, depression, defiance, and absenteeism. Chronic absenteeism is a critical national problem that puts more than 6.5 million school children at risk for falling behind academically, dropping out of school and serious long-term health, employment, and financial consequence. Children are often chronically absent from school because of health problems, including mental health, which can be linked to serious health issues into adulthood. Fear, depression, social anxiety, and other mental health issues can make it difficult for children to feel comfortable going to school. When children are exposed to significant stress, violence, or trauma in their homes or communities, it can also trigger mental health issues that cause them to be chronically absent from school. Within the Lamar School District alone (which is 1 of 4 districts in Prowers County), there have been 12 families referred to a truancy program in the last 3 months. Professionals working with these families indicate that mental health, substance use, and poverty are experienced by nearly all of these families.

The OMNI Institute conducted an evaluation of our judicial district and provided the following findings and recommendations in key topic areas (substance use and associated risk behaviors, mental health, trauma, abuse and family violence, and parent engagement). Recommendations, as it relates to this grant application, are as follows:

- Start screening families earlier for trauma and needs. Provide ISST as a prevention strategy to “at risk” families and refer them for assistance before their issues become more serious
- Offer support groups and resources for families.
- Reduce barriers to access to services and to local treatment providers.
- Continue to work with schools as partners whenever possible to provide resources to youth and families.
- Implement a universal substance use prevention curriculum in the schools (Ex. Botvin Like Skills Program
- Provide education to young children, youth, and families to build resiliency and emotional intelligence (Ex. “Make good choices and decisions”).
- Promote use of the “Social Development Strategy” to increase protective factors and positive youth development.
- Provide education around brain development and importance of abstaining from substance use.
- Build more connections to caring adults.
- Incorporate ways to reduce the stigma of seeking mental health care and suicide prevention. Stigma keeps families from seeking help often until it is too late.
- System reform is needed. All systems must collaborate with each other and bring systems together to share resources and better serve families for better outcomes.
- Create resource navigation for families.
- Need supportive programs for parents and caretakers (mentoring, coaching, and positive role modeling is needed.)
- Prosocial activities for children and families.
- Hold “Resource Connection/Education Meetings”.
- Create opportunities to foster in-person connections that are “real”, not technology induced.

secured. These would include programming for youth, adults, and co-events for families. The goal of the community programming would be to have 25 individuals attend each event for a total of 500 participants (20 events with 25 participants). For our Friday Art programming, we would have a goal of 20 participants for a total amount of 900 individuals attending during the year (45 events with 20 participants). This would allow us to service and provide support to roughly 1,400 residents. We plan to have two trained support staff during these events to help facilitate conversation and help the art instructor. During the program, food and beverages will be served to participants. This will allow for a dedicated time for social interactions with peers or other community members to help strengthen social/community bonds. Additional staff support can be obtained with budget funds for staff training and guest artists to lead/instruct special sessions.

Funds applied for within this grant for Component 1 will be passed through to Prowers County Public Health and Environment for the administration of the Art-Based Therapy Program.

#### Component 2 – Co-Pay Coverage & In-Patient Treatment Coverage

Prowers County ranks 6<sup>th</sup> poorest county in Colorado. In reaching out to our 3 behavioral health providers in our county, we found that High Plains Community Health Center has approximately 838 encounters per year with individuals with private insurance. Southeast Health Group has 324 encounters annually with individuals with private insurance and Ryon Medical currently has only 3 active private insurance clients. The average co-pay per client is \$30-\$50 per visit. To reduce the barrier of individuals not attending therapy due to lack of resources to meet the co-pay or lack of resources to cover the cost of in-patient treatment, we are requesting \$20,000 in funds to create a "voucher" whereby the service provider would notify DHS if a client was unable to make their co-pay and DHS would reimburse the provider for these costs until all \$20,000 of funds are expended.

Funds applied for under Component 2 of this grant will be held with Prowers County Department of Human Services who will reimburse local behavioral health providers after proper documentation has been provided with a request for co-pay reimbursement. Southeast Health Group has utilized this process in the past and we will be able to use the same process with these grant funds.

#### Component 3 – Support for Good Grief Group/Child Life Specialist Outreach, Education and Navigation

What we have seen since the onset of the pandemic is an insurmountable experience of grief with our children and adults in Prowers County. Our community members have grieved the loss of normalcy once taken for granted pre-pandemic. They have grieved interaction with their friends, peers, co-workers, and neighbors during times when separation and isolation was necessary for the safety of all. Children have grieved physical and social connections with their peers when they were completing online learning. Families have grieved the connections and contact with their elderly neighbors, family, and friends. They have had to grieve the loss of employment, the loss of opportunity, and the looming sense of wondering when this pandemic may ever end. They have had to grieve the normalcy that life once provided in engaging activities within their communities and churches. One in 14 children will experience the death of a parent or sibling before the age of 18. Unfortunately, many children and adults have had to grieve a death in their family due to COVID. Additionally, loss related to substance abuse is a serious issue in our community as well. Children have experienced loss due to neglectful parenting, due to removal from their home, due to termination of parental rights, and due to parent overdose and death.

In addition to the grief associated with the many losses COVID has brought, our community faced a tremendous loss this fall. Five high school students attending the small school in Wiley were all tragically killed in an automobile accident. The children ranged in age from freshman through seniors. All five of the youth were active participants in their schools, churches, athletics, 4H, etc. and had countless ties to the community through their parents. This event shook our community to its core.



Processing grief is not easy and it weighs heavy on even the most logical and capable adult. It is with that knowledge that the need for healthy grief support among children dealing with any traumatic experience comes to the forefront and is what prompted the Lamar Area Hospice to contract with Child Life Specialist, Roni Vallejos, in the creation of the Good Grief and Child Life Support Services. As one parent said during a focus group, "knowing how to call, not being discouraged, where to call, and who can help is really hard when trying to navigate systems." The Child Life Specialist provides this critical navigation.

The Good Grief program has provided services to families in Southeast Colorado for 7 years. The program is offered to hospice families and to anyone who has experienced a loss in the surrounding community. This service is offered free of charge and has been solely supported by funds donated within the community or raised at various community events. The program consists of the Certified Child Life Specialist making home visits, school visits, or one on one appointments in addition to hosting 6-week long grief support groups. In the beginning of Good Grief Group, 3-5 groups were held for the first several years. This past year, Lamar Hospice has held 12 good grief groups. This growth has met initial grief needs of children and adolescents who have experienced all varieties of loss as were previously mentioned above. As children have been positively impacted by grief support, many schools are now requesting grief support groups are held in schools and education provided to staff and teachers who are eager to hear how to help children cope with loss and grief.

Funds applied for within this grant for Component 3 will be passed through to Lamar Area Hospice to be utilized to expand upon the services currently provided within the Good Grief Group and Child Life Support Services.

#### Component 4 – Expanding EMDR Services to Child Welfare Clients

Prowers County Department of Human Services currently employs a mental health therapist who is able to provide EMDR treatment. Eye Movement Desensitization and Reprocessing (EMDR) therapy (Shapiro, 2001) was initially developed in 1987 for the treatment of posttraumatic stress disorder (PTSD) and is guided by the Adaptive Information Processing model (Shapiro 2007). EMDR is an individual therapy typically delivered one to two times per week for a total of 6-12 sessions, although some people benefit from fewer sessions. Sessions can be conducted on consecutive days.

Unlike other treatments that focus on directly altering the emotions, thoughts and responses resulting from traumatic experiences, EMDR therapy focuses directly on the memory, and is intended to change the way that the memory is stored in the brain, thus reducing and eliminating the problematic symptoms.

As our child welfare block grant and Core Services allocations continue to be cut, this funding will assist in allowing for our in-house therapist to provide this much needed treatment modality to our most vulnerable families. Additionally, by expanding the funding sources for EMDR, clients serviced outside of the child welfare program will be able to access these services.

Funds applied for within this grant for Component 4 will be held with Prowers County Department of Human Services and utilized to offset a small portion of the salary and fringe cost for our in-house therapist.

#### Current Barriers and Gaps

Current barriers that impact services delivery include stigma associated with receiving mental health/behavioral health treatment, lack of financial means to be able to afford private insurance co-pays, lack of knowledge related to navigating grief, loss and emotions brought on by the pandemic and recent tragic events occurring within our community, lack of qualified and trained mental health providers, and lack of programming to assist in developing emotional intelligence and enhancing social connectedness.

### Project Overview

#### Component 1 – Art Program

We know that there has been an impact on both youth and adults' ability to socialize and make valuable connections with their peers due to the COVID-19 pandemic. It is important to foster a child's emotional intelligence, build their social skills, and develop the skills needed for emotional regulation/connections. Isolation and decreased social interactions has increased social anxiety in children impacting their ability to connect and interact with their peers and regulate emotions or empathize with others. Art-based therapies can serve as an effective way for both youth and adults to express emotion and gain emotional competence and intelligence. Using art-based therapies to build emotional intelligence is a way to build positive social and emotional skills that allow individuals to make deeper personal connections with others.

Art-based therapy can help build community connectedness by offering opportunities for individuals to gather and engage in programming. This can directly address challenges from isolation created during the COVID-19 pandemic. By providing art-based programming communities can also provide outlets for community engagement, relieve stress and anxiety, address depression, build social emotional skills, build emotional intelligence and develop social connections.

Administered through Prowers County Public Health and Environment, the Prowers County Youth Council partners with schools, local communities, and other stakeholders to implement programming that supports healthy youth development through a 2Gen approach. Partnering with our youth, we selected Botvin Life skills as our evidence-based program that will increase protective factors using a positive youth development approach.

Beyond Life skills curriculum, the Prowers County Youth Council has made it a goal to engage youth and adults in various community-based events and activities. One of the most appreciated and attended activities are our art events. These events have focused on numerous themes, including positive life outlook, youth/adult co-engagement, emotional support and grieving, positive youth development, and positive social norms. These events have allowed our program to engage our youth and community members in ways we would have been unable to do otherwise. Youth have gravitated towards art activities and often use as a coping mechanism. This led to several discussions with two of our facilitators who work as a therapist and a school psychologist about expanding our reach with more art events. The discussion evolved and we want to provide activities to reach all ages and subgroups of our community.

The focus behind these events will be breaking down the social norms surrounding mental health. Activities would have topics that embrace the idea that it is okay to ask for help, positive messages, health relationships, emotions, and feelings with the hope to break down barriers for those who need help with mental health or to empower those who might need additional support. During these events, an art instructor will lead the program with the support of mental health service providers. The lesson/activity will have a preplanned theme where the art instructor will teach the class, and while instructing, use language provided by the mental health service provider. Then the staff would engage with the audience expanding on the message/theme to deepen the conversation. This would allow for essential levels of support with the option of the participants reaching out for additional support after the activity was completed if needed. Programming would be structured for different age groups and settings and offered in Spanish to ensure all county residents have access to the program.

We plan to hold 20 community art-based events during the year and 45 Friday art programs for community youth. We would hold at least one art program a month, with additional programs being offered in different county locations in May, June, July, August, and December to reach the total of 20 events. To allow for programming to be fully implemented, art supplies will need to be purchased, and a location to hold programming will need to be



**Service Area & Target Population:**

Programming will be available to children and adults in Prowers County, Colorado.

**Addressing Equity, Diversity, and Inclusion:**

Services for components 1-3 will be available for any Prowers County resident. Services for component 4 will be provided to any current client being served by the Department of Human Services. Services will be marketed via our lobby, our social media networks and through our community partners.

**Organizational Capacity & Key Staff**

- **DHS Staff:** Lanie Meyers-Mireles, Director - Program oversight, connecting the programs with existing service providers in the community, monitoring and supervising accounting staff; Lisa Farmer, CFO – Financial budgeting, reporting and oversight. Monitoring expenditures to ensure funds are spent according to the grant guidelines and applications; Mindy Maestas, Office Manager AP/AR – Will assist with financial duties associated with AP/AR, contract monitoring, and fiscal oversight.
- **External Organizations:** Mat Biszak, Prowers County Public Health and Environment, Tamara Nickelson, CFO Prowers County Public Health and Environment, Southeast Health Group, Ryon Medical, High Plains Community Health Center

**Experience in Working in Underserved Communities Needing Behavioral Health Treatment**

The Department of Human Services has vast experience in working with underserved communities needing behavioral health treatment through programs including Child Welfare, Adult Protection, Colorado Works, Supplemental Nutrition Assistance Program, Medicaid, Colorado Health Plan Plus, Child Support Services, etc. Additionally, under our umbrella of operation includes the Hotline County Connection Center and a county-run child care center. Our experience in working across numerous programs is vast as is our experience in working with numerous partner agencies.

**Partnering Agencies**

Prowers County Public Health and Environment; About FACE Collaborative Management Program; Lamar, Wiley, Holly and Granada School Districts; The Cornerstone Resource Center; Southeast Health Group; Ryon Medical; High Plains Community Health Center; Lamar Area Hospice/Good Grief Group, Colorado Plains Child Life and Early Intervention

**Quality Assurance & Plan to Distribute Funds:**

Methods by which quality assurance will be monitored will occur via monthly reporting and reimbursement requests submitted from the partnering agencies within this grant application. Quarterly clients served reporting will be submitted to the DHS Director to assure services are being administered as outlined within the grant and within the contracts that will be executed with the service providers.

Funds will be held by Prowers County DHS and Prowers County Public Health and the Good Grief Group/Lamar Hospice will submit monthly invoices for reimbursement. Funds utilized to support co-pays/in-patient treatment will be reimbursed upon receiving proper documentation. Funds to support EMDR therapy services will be draw upon monthly and supported by 100% time reporting by our in-house therapist.

**Sustainability:**

The long-term sustainability of our program is a high priority for Prowers County. We will continue to develop our community's ability to fundraise in order to diversify our revenues. Additionally we will work with the key stakeholders and partners in our community to demonstrate and share the importance of this programming and

work to blend and braid local funding sources to help provide ongoing support. Our funding strategies also include building relationship with other foundations, cultivating support from local sponsors and Individual donors, and developing revenues from special events.

Additional Requirements:

As outlined within the narrative above, this grant is truly a partnership with numerous community agencies within rural Eastern Colorado. Innovation is clearly demonstrated within the proposed programming and non-traditional partnerships. Community input and local planning efforts are also outlined above and also a continuation of the work done through our Child Maltreatment Prevention Framework for Community Action Planning and the ongoing assessment and work done through the Collaborative Management Program partnerships.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Rose Pugliese Esq. & Jana Coen, BOCC Secretary

**Submitted to the County Administration Office on:** 4-5-2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 4-4-2023 email poll approval for the execution of closing documents by Ron Cook, Chairman, on April 4, 2023 for the purchase of 21 North Snowden Street, Granada, CO 81041, specifically Final Borrower's Closing Statement, Settlement Statement, Combined Statement Signature Page, Confidential Document, Real Estate Tax, Utility and Homeowners Association Agreement and Closing Instructions.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

**Approved by the County Attorney on:** 4-4-2023

**Final Borrower's Closing Statement****Guaranty Abstract Company, Guaranty Abstract Company**

312 S. Main Street, P.O. Box 859, Lamar, CO 81052, (719) 336-3261

**Borrower(s)** Prowers County, Colorado, a political body, by and through the Board of County Commissioners, 301 South Main Street, Lamar, CO 81052**Seller(s)** Stella Esquibel, P.O. Box 315, Granada, CO 81041**Lender(s)****Property** Property Address  
21 North Snowden Street Granada, Colorado 81041**Closing Date** 4/4/2023**Disbursement Date** 4/4/2023**Proration Date** 4/4/2023**Sales/Price**

Contract sales price

**Debit****Credit**

\$9,000.00

**Deposits**

Deposit or earnest money

\$900.00

**Prorations**

County taxes

\$80.98

**Title Charges**

Settlement or closing fee to Guaranty Abstract Company

\$150.00

**Subtotal:****\$9,150.00****\$980.98**

Balance due from Borrower:

\$8,169.02

**Totals:****\$9,150.00****\$9,150.00**Prowers County, Colorado, a political body,  
by and through the Board of County Commissioners

By: Ron Cook, Chairman

## WARRANTY DEED

State Doc Fee: \$0.90  
Recording Fee: \$13.00

THIS DEED is dated the 4th day of April, 2023, and is made between

Stella Esquibel  
(whether one, or more than one), the "Grantor" of the County of  
Prowers and State of Colorado and

Prowers County, Colorado, a political body, by and through the Board  
of County Commissioners

(whether one, or more than one) the "Grantee", whose legal address  
is 301 South Main Street, Lamar, CO 81052 of the County of Prowers  
and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of ( \$9,000.00 ) Nine Thousand Dollars and No Cents,  
the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms  
unto the Grantee and the Grantee's heirs and assigns forever, all the real property together with any improvements  
thereon, located in the County of Prowers and State of Colorado described as follows:

Lots 21, 22, 23 and 24 in Block 16, Town of Granada, according to the recorded plat thereof.  
County of Prowers  
State of Colorado

also known by street and number as: 21 North Snowden Street, Granada, CO 81041

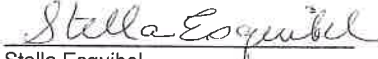
**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining,  
the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand  
whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments  
and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the  
Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and  
with the Grantee, and the Grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents,  
the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate  
of inheritance, in law, in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and  
convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other  
grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever,  
except and subject to:

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, in the quiet and  
peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or  
persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

  
Stella Esquibel

State of Colorado  
County of Prowers

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2023 by Stella Esquibel.

Witness my hand and official seal.



Notary Public: Alexis Mia Madrid  
My commission expires: July 09, 2024





**REAL ESTATE TAX, UTILITY AND  
HOMEOWNERS ASSOCIATION AGREEMENT**

**REAL ESTATE TAXES**

It is hereby understood and agreed between the Buyer(s) and Seller(s) of property known as:  
21 North Snowden Street, Granada, CO 81041

That the taxes for the current year have been adjusted as of this date on the basis of the following:

**Taxes have been based on the most recent mil levy and assessed value and will be final between seller & buyer.**

**SPECIAL ASSESSMENTS**

**None**

Actual taxes may change by reason of reassessment by the County Assessor.

By executing this agreement, the undersigned indemnify and hold harmless Guaranty Abstract Company and Stewart Title Guaranty Company from any liability for reporting errors by local, county or state agency about special assessments that are not of record with the county treasurers office. Neither Guaranty Abstract Company nor Stewart Title Guaranty Company shall have any responsibility for future adjustments of special assessments. Rather, the undersigned shall assume responsibility for pursuing and effectuating the adjustments.

**UTILITY AGREEMENT**

The water and/or sewer and/or electric for the above address were settled in the following manner.

**N/A**

Purchaser and seller agree to contact all utility departments within 24 business hours from date of closing regardless of options selected above.

Upon receipt of the final water and/or sewer billing, Guaranty Abstract Company will make any necessary prorations and pay the amounts due per the billing received, balance of the escrowed funds, if any, will then be disbursed to the seller. If there was not enough monies escrowed at the time of closing to pay said water and/or sewer billings, the seller shall be obligated to make up the difference, upon demand, Guaranty Abstract Company will not pay or be responsible for the additional charges or any delinquencies.

**HOMEOWNERS ASSOCIATION DUES**

- ☐ Homeowners association dues are prorated to closing date on the basis of information received from the association and/or seller.
- ☒ Seller warrants that there are no association dues assessed against subject property.
- ☐ Homeowners Association is Voluntary, Buyer and Seller agree to handle any transfer of Homeowner membership or dues outside of closing.

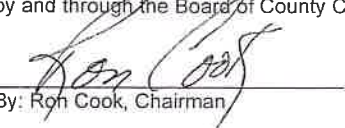
This agreement executed on April 04, 2023

**SELLER(S):**

  
Stella Esquivel

**BUYER(S):**

Prowers County, Colorado, a political body,  
by and through the Board of County Commissions

  
By: Ron Cook, Chairman

**INDEMNITY AND AFFIDAVIT  
AS TO DEBTS, LIENS, AND POSSESSION**

File Number: 230315

Real Property and improvements located in the County of Prowers, State of Colorado, and more particularly described as follows:

Lots 21, 22, 23 and 24 in Block 16, Town of Granada, according to the recorded plat thereof.

County of Prowers

State of Colorado

Before me, the undersigned authority on this day personally appeared

Stella Esquibel

Seller(s) \*

personally known to me to be the person(s) whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of Affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Creditor

Approximate Amount

None

(If NONE, write "NONE" on blank line)

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid governmental or association taxes, charges or assessments of any kind on such property except the following:

Creditor

Approximate Amount

None

(If NONE, write "NONE" on blank line)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

None

(If NONE, write "NONE" on blank line)

4. No leases, contracts to sell the land, or parties in possession other than Affiant except as follows:

None

(If NONE, write "NONE" on blank line)

\*5. To be filled in if a sale - \*The Seller \_\_\_\_\_ (is)   X   (is not) (Check applicable) a foreign person, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations)

Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

P.O. Box 315, Granada, CO 81041

This Affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

If any deed of trust recorded against my property secures an open line of credit or a revolving line of credit, I/we affirm that I/we have not drawn additional funds from the line of credit since the date of the Payoff Statement from my/our lender to Guaranty Abstract Company. I/we further agree and affirm that I/we will not make any further draws on the line of credit after the date of this affidavit. I/we further affirm that I/we have not taken out any loans against our property other than those shown on the above referenced commitment number.

Indemnity: I agree to pay on demand to the purchasers and/or lender and/or title companies (including Stewart Title Guaranty Company) in this transaction, their successors and assigns, all amounts secured by any and all liens, claims or rights not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens, claims, or rights either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception or attachment date prior to the closing of this transaction and recording of the deed and deed of trust.

I realize that the Purchaser and/or Lender and Title Companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

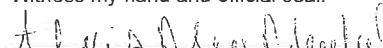
  
Stella Esquibel

State of Colorado  
County of Prowers

The foregoing instrument was acknowledged before me this 4th day of April, 2023 by Stella Esquibel.



Witness my hand and official seal.

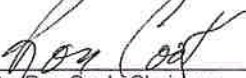
  
Notary Public: Alexis Mia Madrid  
My commission expires: July 09, 2024

NOTE TO BUYER: Buyer must retain until end of fifth taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

NOTE: To be filled in personally by Seller in his/her own handwriting.

**Buyer(s) Signature**

Prowers County, Colorado, a political body,  
by and through the Board of County Commissions

  
By: Ron Cook, Chairman

**Seller(s) Signature**

  
Stella Esquibel

Date: April 04, 2023

Closing Company's Name: Guaranty Abstract Company

  
Authorized Signature

Title

04-04-23  
Date

Address: 312 S. Main Street  
P.O. Box 859  
Lamar, CO 81052  
Phone No.: (719) 336-3261  
Fax No.: (719) 336-8106  
Email Address:

## SURVEY AFFIDAVIT

Date: April 04, 2023  
Property: 21 North Snowden Street, Granada, CO 81041  
File No.: 230315

BEFORE ME, this undersigned authority, on this day personally appeared **Stella Esquibel**, (Affiant(s)), personally known by me to be the person(s) whose names are subscribed hereto, who being by me first duly sworn, on their oaths stated the following to be true and correct:

1. I/We are the owners of the following described property:  
Lots 21, 22, 23 and 24 in Block 16, Town of Granada, according to the recorded plat thereof.  
County of Prowers  
State of Colorado
2. There have been no improvements added to the land or construction on the land within the last year.
3. The land is known as: **21 North Snowden Street, Granada, CO 81041** (address).
4. We are not aware, and have not been told, that improvements by our neighbors encroach over any building or setback lines, easements or property lines.
5. We are not aware, and have not been told, improvements made by the undersigned encroach over any building or setback lines, easements or property lines.
6. Since the date the Affiants acquired the land, or since the date of existing survey, if any, provided by Affiants to Stewart Title Guaranty Company, there have been no:
  - a. Construction projects such as new structures, additional rooms, garages, swimming pools or decks.
  - b. Changes in the location of boundary fences or boundary walls.
  - c. Construction projects on immediately adjoining property(ies) which construction occurred near the boundary of the land; or
  - d. Conveyances, replatting, easement grants, or easement dedications by the Affiants.
7. That Affiants agree to indemnify **Guaranty Abstract Company**, and/or Stewart Title Guaranty Company for any loss, cost, expense relating to, or arising from, any inaccuracy or omission as to the above statements and representations.

Stella Esquibel  
Stella Esquibel

State of Colorado  
County of Prowers

The foregoing instrument was acknowledged before me this 4th day of April,  
2023 by Stella Esquibel.

Witness my hand and official seal.

Alexis Mia Madrid  
Notary Public: Alexis Mia Madrid  
My commission expires: July 09, 2024



THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

## CLOSING INSTRUCTIONS

Date: April 04, 2023

**1. PARTIES, PROPERTY.**

Stella Esquibel

(Seller),

and

Prowers County, Colorado, a political body, by and through the Board of County Commissioners

(Buyer),

engage Guaranty Abstract Company, (Closing Company), who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No.

21 North Snowden Street, Granada, CO 81041

and more fully described in the Contract to Buy and Sell Real Estate, dated March 21, 2023, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

- 2. TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company ☒ **Agrees** ☐ **Does Not** agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company ☒ **Agrees** ☐ **Does Not** agree to furnish copies of Exceptions.
- 3. INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
- 4. PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:
- 4.1 Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions," the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.
- 4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.
- 4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend the Contract.
- 5. CLOSING FEE.** Closing Company will receive a fee of \$300.00 for providing closing and settlement services (Closing Fee).
- 6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.
- 7. DISBURSER.** Closing Company must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing agent can assure that payoff of loans and other disbursements will actually be made.
- 8. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated. ☐ **Cashier's Check,**



at Seller's expense ☐ **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense ☒ **Closing Company's** trust account check.

9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.
10. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.
11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 12, (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both the Buyer and Seller, provided the Earnest Money check has cleared.
12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provide Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.
13. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.
14. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.
15. **FIRPTA AND COLORADO WITHHOLDING.**
  - 15.1 **FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.
  - 15.2 **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonable requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.
16. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission)
17. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together are deemed to be a full and complete contract between the parties.
18. **BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in the transaction.
19. **NOTICE, DELIVERY AND CHOICE OF LAW.**
  - 19.1 **Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in §19.2 and is effective when physically received by such party.
  - 19.2 **Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to another party at the electronic address of the recipient by Facsimile, email or \_\_\_\_\_.
  - 19.3 **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.
  - 19.4 **Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Jana Coen, BOCC Secretary

**Submitted to the County Administration Office on:** 4-5-2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 4-5-2023 email poll approval to provide Guaranty Abstract Company with a copy of the BOCC's action item from March 21, 2023 Meeting Minutes approving the purchase of real estate property located in Granada, CO between Stella Esquibel, as seller, and Prowers County, as buyer to provided Guaranty Abstracts Company with proof of purchase.

**Justification or Background:**

3-21-2023 BOCC Meeting Minutes Agenda Action Item:

**APPROVED CONTRACT FOR SALE & PURCHASE OF REAL ESTATE-GRANADA, CO**

Commissioner Grasmick made a motion duly seconded by Commissioner Buxton-Andrade to approve of a Contract for the Sale and Purchase of Real Estate for Prowers County to Purchase Vacant Residential Land Located at Granada, Blk 16, Lots 21, 22, 23, 24 in Granada, Colorado, from Stella Esquibel for \$9,000, plus any reasonable fees associated with closing cost to include a 50/50 split of the closing fees, estimated closing date of April 4, 2023, and Authorizing BOCC Chair to Execute the Document. A vote was taken and recorded as follows:

Voting Yes – Buxton-Andrade, Cook, Grasmick

Voting No –

Motion carried unanimous.

**Fiscal Impact: This item is budgeted in the following account code:**

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Sheryl Reifschneider, AP Director

**Submitted to the County Administration Office on:** 3-30-23

**Return Originals to:** Sheryl Reifschneider & Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 3-30-2023 Email Poll approval for Payment of Bills presented in the amount of \$9,000 with a Certification Date of 3-31-23

**Justification or Background:**

Prowers County purchase of property in Granada, CO

**Fiscal Impact: This item is budgeted in the following account code:**

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 4-11-2023

**Submitter:** Meagan Hillman, PH Director

**Submitted to the County Administration Office on:** 3-23-2023

**Return Originals to:** Meagan Hillman

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

Consider ratifying 3-23-2023 Email Poll approval of CO HCPF ARPA Grant Agreement, Case Management Agencies (CMA) Retention Project, Agreement amount \$3,500 and Authorizing Meagan Hillman, Public Health Director to execute the document electronically.

**Item Title/Recommended Board Action:**

These are monies from HCPF to distribute to OLTC staff. There is no payroll tax associated for the county and a check will be cut like any other. They will not send specific instructions until it is signed. I sent the email with all the documents (no pdf until signed either per the HCPF rep I heard from today)

**Justification or Background:** 3-23-23

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**THANK YOU!**



Friday, March 24, 2023



**COLORADO**  
Department of Health Care  
Policy & Financing

## **CO HCPF ARPA GRANT AGREEMENT**

### **Case Management Agencies (CMA) Retention**

The Colorado Department of Health Care Policy & Financing (CO HCPF) has selected you as a grantee for the "CMA Retention" Project.

This form is the Grant Agreement which outlines the terms and conditions you must agree to prior to invoicing for payment and receiving grant funds. Public Consulting Group (PCG) is acting as the "Fiscal Agent" for this grant program, meaning PCG is disbursing the funding on behalf of CO HCPF. As a result, the Grant Agreement is between you and PCG.

After reviewing the terms and conditions on the following pages (including the embedded links to the Exhibits), please complete the signature field and date field on the final page. You must sign within 10 business days of receipt.

Once you sign, PCG will counter sign and issue an executed version of the Grant Agreement to you and CO HCPF. After execution, the grant term begins. PCG will soon send a request for your banking and W9 information, and subsequently an invitation to a webinar on invoice submission. Once your deliverables are complete, you may begin invoicing as outlined in the Grant Agreement.

If you have any questions, please contact [COARPA@pcgus.com](mailto:COARPA@pcgus.com) or 857-302-7425

## **Granting State Agency and Agreement Details**

<b>Grantee</b>	Prowers County Department of Public Health and Environment
<b>Granting State Agency</b>	Colorado Department of Health Care Policy and Financing
<b>Agreement Number</b>	CMARetention23-032
<b>Fiscal Agent</b>	Public Consulting Group, LLC
<b>Agreement Performance Beginning Date</b>	2/1/2023
<b>Project End Date</b>	3/31/2023

## **Grantee Subrecipient Determination**

The Grantee is not identified as a subrecipient for this grant, and will not be required to comply with the Subrecipient requirements in accordance with Exhibit D, Federal Provisions, §8 and §12

## **Agreement Authority**

This grant is entered into under Section 9817 of the American Rescue Plan Act

## **Agreement Purpose**

It is crucial to keep the local expertise and knowledge of Colorado Case Management (CM) staff throughout the case management redesign transition process. To facilitate this, the Department of Health Care Policy and Financing (the Department) has created this retention payment grant to incentivize case manager staff to remain employed with current Case Management Agencies (CMA) throughout their companies' transition phases. The contractor will provide assistance with tracking

only eligible CMA staff are paid and grant funding pay out to approved CMAs.

## Agreement Amount

**Agreement Maximum Amount** \$3,500.00

**Final Invoice Submission Date** 4/15/2023

## Exhibits and Order of Precedence

Select links below for more information

The following Exhibits and attachments are included with this Agreement:

1. **Exhibit A, Statement of Work.**
2. Exhibit B, Sample Options Letter- **Not Applicable**
3. **Exhibit C, Budget.**
4. **Exhibit D, Federal Provisions.**
5. **Exhibit E, HIPAA Business Associates Addendum- If Applicable**

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions.
2. Exhibit E, HIPAA Business Associates Addendum.
3. Colorado Special Provisions in 18 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement
5. Exhibit A, Statement of Work.
6. Exhibit B, Sample Option Letter.
7. Exhibit C, Budget.

## Principal Representatives

### Grantee:

**Grantee Representative First Name** Meagan

**Grantee Representative Last Name** Hillman

**Grantee** Prowers County Department of Public Health and Environment

### Grantee Address

**Grantee Street Address** 1001 S Main St

**Grantee City** Lamar

**Grantee State/Province** CO

**Grantee Postal/Zip Code** 81052

**Grantee Email** mhillman@prowerscounty.net

## Principal Representatives Continued

## Fiscal Agent:

<b>Fiscal Representative</b>	Katie Bright
<b>Fiscal Agent</b>	Public Consulting Group, LLC
<b>Fiscal Address</b>	148 State Street, 10th Floor
<b>Fiscal City, State, Zip</b>	Boston, Massachusetts 02109-2589
<b>Fiscal Email</b>	COARPA@pcgus.com

## Terms and Conditions

Please scroll through to the bottom then affirm agreement by checking the box below.

### 1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the Fiscal Agent named on the Cover Page for this Agreement (the "Fiscal Agent") acting on behalf of the Granting State Agency named on the Cover Page for this Agreement (the "State"). Grantee and the Fiscal Agent agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. Neither the Fiscal Agent nor the State shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date or after the Project End Date.

#### B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Project End Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

#### C. Extension Terms – Fiscal Agent's Option

The Fiscal Agent, at its discretion and with approval by the State, shall have the option to extend the performance under this Agreement 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 this Agreement (each such period an "Extension Term"). In order to exercise this option, the Fiscal Agent shall provide written notice to the Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

#### D. Early Termination in the Public Interest

The Fiscal Agent is entering into this Agreement on behalf of the State to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the Fiscal Agent, at the direction of the State, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a right to terminate for convenience. This subsection shall not apply to a termination of this Agreement for breach by Grantee, which shall be governed by §13. A.i.

##### i. Method and Content

The Fiscal Agent shall notify Grantee of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

##### ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §13.A.i.a

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee 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 Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "Budget" means the budget for the Work described in Exhibit C.

D. "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.

E. "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.

F. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

G. "Effective Date" means the date on which this the last Party signs this Agreement.

H. "End of Term Extension" means the time period defined in 2.D.

I. "Exhibits" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. "Extension Term" means the time period defined in §2.C.

K. "Goods" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Fiscal Agent under this Agreement.

M. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. "Initial Term" means the time period defined in §2.B.

O. "Party" means the Fiscal Agent or Grantee, and "Parties" means both the Fiscal Agent and Grantee.

P. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

Q. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's

identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

R. "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "Services" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

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

U. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "Subcontractor" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

Y. "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

AA. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, 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 Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

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

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Fiscal Agent



shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

#### B. Payment Procedures

##### i. Invoices and Payment

- a. Grantee shall initiate payment requests by invoice to the Fiscal Agent. By the 15th calendar day of each month, Grantees must submit the previous month's invoice to the Fiscal Agent for reimbursement. Invoices received after the 15th will be treated as inaccurate or incomplete.
- b. The Fiscal Agent shall review the invoice for accuracy. Any inaccuracies will be communicated to the grantee and resolved prior to payment. The Fiscal Agent shall pay the Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A and Exhibit C. Grantees will receive one payment per month following invoice submission, review, and approval.
- c. Payment for deliverables requiring the State's approval must be accompanied by documentation of that approval, as indicated on the invoice form prior to the invoice being considered accurate and complete. Deliverables requiring submission to the Fiscal Intermediary for payment must be accurate and complete prior to payment.
- d. If a Grantee submits an inaccurate or incomplete invoice, or an inaccurate or incomplete deliverable necessary for invoice payment, the Fiscal Agent will communicate the inaccuracy to the Grantee and revise prior to payment. If a Grantee disputes the Fiscal Agent's review, or if the Grantee has submitted a late invoice, the Fiscal Agent will submit the invoice to the Department for resolution.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

##### ii. Payment Disputes

If a Grantee claims they have not received a payment that has been disbursed by the Fiscal Agent to the bank account provided by the Grantee, the Fiscal Agent will hold a virtual meeting with the Grantee via Teams or Zoom to review their banking information. The Fiscal Agent will present the banking information provided by the Grantee in the meeting and confirm its accuracy. If accurate, the Fiscal Agent will request the Grantee to share their electronic banking history for the date of the deposit and the account in question in order to verify whether or not funds were received. If funds were not received and the banking information is correct, the Fiscal Agent will contact Wells Fargo to escalate the payment inquiry. If upon review of the banking information, the Grantee confirms they provided inaccurate banking information and the funds were returned to the Fiscal Agent's bank, Wells Fargo, by the receiving bank due to the receiving bank's failure to locate the account, the Fiscal Agent will obtain revised banking information from Grantee and reissue payment. If the funds were not returned to Wells Fargo by the receiving bank, it is possible that the funds were routed to the incorrect account due the Grantee's failure to provide accurate banking information. If the funds were deposited into an incorrect account, the Fiscal Agent will submit a request to Wells Fargo to retrieve the funds; however, the success of funds retrieval is solely dependent upon the corporation of the recipient bank. The Fiscal Agent will not be held responsible for funds distribution to an incorrect account due to a Grantee's failure to provide accurate banking information, and any amounts that are unable to be retrieved will not be paid to Grantee by the Fiscal Agent or the State. The Fiscal Agent will receive banking information from Grantees "as is" and will rely upon its accuracy as submitted upon initiation of funds disbursement.

If a Grantee claims they received payment for an incorrect award amount, the Fiscal Agent will hold a virtual meeting with the Grantee via Teams or Zoom to review their grant award and payment history. If, upon review, an error was made in payment and the Grantee received less than their correct award amount, the Fiscal Agent will initiate payment for the additional funds due. If the Grantee received more than their correct award amount, the Fiscal Agent will collaborate with the State to determine the method of recoupment, whether that be direct EFT of overpayment from the Grantee back to the Fiscal Agent, or recoupment of overpayment against a future grant award.

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

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year. If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the Fiscal Agent's obligation to pay Grantee

on behalf of the State shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the Fiscal Agent's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Fiscal Agent may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The Fiscal Agent 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 Agreement were terminated in the public interest as described in §2.D.

#### C. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the Fiscal Agent all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The Fiscal Agent will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the Fiscal Agent and the State as substantially complete.

#### 6. GRANTEE REPRESENTATIONS

A. The Grantee represents that all information, documents, and records supplied to the Fiscal Agent or to the State will be complete and accurate. The Fiscal Agency and the State are entitled to rely upon the information, documents and records supplied by the Grantee and are not responsible for any errors or omissions.

B. The Grantee represents that it is registered to do business in the State of Colorado and that it is not presently debarred, proposed for debarment, declared ineligible, or suspended under the Colorado Procurement Code, or excluded from receiving federal funds as shown in the federal System for Award Management or any successor system.

C. The Grantee shall notify the Fiscal Agent immediately if for any reason the representations in this Section 6 are no longer true. Upon such notification, the Fiscal Agent, at the direction of the State, shall have the right to terminate this Agreement immediately, without notice, or institute any other remedy in this Agreement as of the date that the representation becomes untrue.

#### 7. REPORTING - NOTIFICATION

##### A. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the Fiscal Agent of such action and deliver copies of such pleading or document to the Fiscal Agent's Principal Representative identified on the Cover Page for this Agreement.

#### 8. GRANTEE RECORDS

##### A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the Fiscal Agent and the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The State a cognizant agency for audit, oversight or indirect costs, and the Fiscal Agent, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

##### B. Inspection

Grantee shall permit the Fiscal Agent, the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee

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

#### C. Monitoring

The Fiscal Agent will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the Fiscal Agent. The State, federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The Fiscal Agent shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Fiscal Agent shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

#### D. Final Audit Report

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

### 9. CONFIDENTIAL INFORMATION-STATE RECORDS

#### A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement 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 Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

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

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

#### C. Use, Security, and Retention

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

#### D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the Fiscal Agent immediately and cooperate with the Fiscal Agent and the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Fiscal Agent and the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Fiscal Agent and 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 Fiscal Agent and the State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the Fiscal Agent and the State. If Grantee cannot produce its analysis and plan within the allotted time, the Fiscal Agent and the State, in their sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the Fiscal Agent and the State for the reasonable costs thereof.

#### E. Safeguarding PII

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

### 10. CONFLICTS OF INTEREST

#### A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee 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 Agreement.

#### B. Apparent Conflicts of Interest

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

#### C. Disclosure to the Fiscal Agent

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

### 11. INSURANCE

Grantee 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 Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the Fiscal Agent.

#### A. Workers' Compensation

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

#### B. General Liability

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

- i. \$1,000,000 each occurrence;



- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Additional Insured

The Fiscal Agent and 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 Grantee and Subcontractors.

D. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee, the Fiscal Agent, 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 Grantee and Grantee shall forward such notice to the Fiscal Agent in accordance with §15 within seven days of Grantee's receipt of such notice.

F. Subrogation Waiver

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

G. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

H. Certificates

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

12. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §13 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the Fiscal Agent, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

13. REMEDIES



#### A. Fiscal Agent's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the Fiscal Agent, following the notice and cure period set forth in §12, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The Fiscal Agent 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 Grantee's uncured breach, the Fiscal Agent may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Grantee 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, Grantee shall complete and deliver to the Fiscal Agent all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the Fiscal Agent, Grantee shall assign to the Fiscal Agent or the State, as directed by the Fiscal Agent, all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the Fiscal Agent or the State has an interest. At the Fiscal Agent's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the Fiscal Agent at the Fiscal Agent's request.

##### b. Payments

Notwithstanding anything to the contrary, the Fiscal Agent shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the Fiscal Agent, the Fiscal Agent agrees that Grantee was not in breach or that Grantee'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 Agreement had been terminated in the public interest under §2.D.

##### c. Damages and Withholding

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

##### ii. Remedies Not Involving Termination

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

##### a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the Fiscal Agent's directive, and neither the Fiscal Agent nor the State shall not be liable for costs incurred by Grantee after the suspension of performance.

##### b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

##### c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the Fiscal Agent or 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 Grantee's employees, agents, or Subcontractors from the Work whom the Fiscal Agent deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the Fiscal Agent to be

contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Grantee's Remedies

If the Fiscal Agent is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §12 and the dispute resolution process in §14 shall have all remedies available at law and equity.

14. DISPUTE RESOLUTION

A. State Resolution

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

15. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement 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 Agreement. 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 Agreement. 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 Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee 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 Grantee cannot make any of the assignments required by this section, Grantee 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, Grantee 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 Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee 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. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, or 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"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State.

**C. Exclusive Property of Fiscal Agent**

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

**D. Exclusive Property of Grantee**

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

**17. GENERAL PROVISIONS**

**A. Assignment**

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

**B. Subcontracts**

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**C. Binding Effect**

Except as otherwise provided in §17.A, all provisions of this Agreement, 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 Agreement and the performance of such Party's obligations have been duly authorized.

**E. 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.

#### F. Counterparts

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

#### H. Digital Signatures

If any signatory signs this agreement using a digital signature, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

#### I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement signed by all Parties.

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

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

#### K. Severability

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

#### L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement 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 Fiscal Agent 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 Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

#### N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A and the State, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties and the State. Any services or benefits which third parties, other than the State, receive as a result of this Agreement are incidental to this Agreement, 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 Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

#### P. Standard and Manner of Performance

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

#### Q. Licenses, Permits, and Other Authorizations



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

**R. Indemnification**

**i. General Indemnification**

Grantee shall indemnify, save, and hold harmless the Fiscal Agent and the State, including their employees, agents, and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement, including those related to the disclosure or use of confidential information in violation of §9 or that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**S. Compliance with State and Federal Law, Regulations, and Executive Orders**

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

**T. Accessibility**

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

**18. STATE SPECIAL PROVISIONS**

**A. 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 Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**B. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the Fiscal Agent or the State. Grantee shall not have authorization, express or implied, to bind the Fiscal Agent or the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the Fiscal Agent or the State and neither the Fiscal Agent or the State shall pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (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.

**C. COMPLIANCE WITH LAW**

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

**D. 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 Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or



actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

#### E. SOFTWARE PIRACY PROHIBITION

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

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

#### G. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

Subject to §24-30-202.4(3.5), C.R.S., the Fiscal Agent or the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The Fiscal Agent and the State may also recover, at the Fiscal Agent's and the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

### THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

Agree

### Grantee Only

**Grantee Representative First Name** Meagan

**Grantee Representative Last Name** Hillman

**Grantee Signature**



**Grantee Signature Date**

Friday, March 24, 2023

### Fiscal Agent Only

**Fiscal Agent**

Katie Bright

**Fiscal Agent Signature**

A handwritten signature in black ink, appearing to be 'KB' with a stylized flourish.

**Fiscal Agent Signature Date**

Friday, March 24, 2023