

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
APRIL 9, 2024

COMMISSIONERS' BOARD ROOM, 2nd FLOOR OF COURTHOUSE
301 S. MAIN STREET, LAMAR, CO 81052

WORK SESSION

- 9:00 a.m. Dr. Chad Krug, Superintendent Lamar Schools, Anne-Marie Crampton and Pat Mason, City of Lamar
- Thunder Stadium/14th Street Improvements
- 9:30 a.m. Darren Glover, Prowers Area Transit Director
- CDOT Bus Grant Request
- 10:00 a.m. Gary Harbert, Veterans' Service Officer
- County VSO Monthly Report and Certification of Pay
- 10:15 a.m. BREAK
- 10:30 a.m. Pete Hernandez, PC Consolidated Return Mail Center Director
- CRMC update
- 10:45 a.m. PC Overflow Processing Center Director
- OPC update
- 11:15 a.m. Faron Williams, Facilities and Maintenance Director
- Fairgrounds Rentals Discussion
- 11:30 a.m. Todd Horning, Lamar Outdoor Sports
- Fairgrounds Leasing Question
- 12:00 p.m. Meagan Hillman, Public Health Director, and Public Health staff
- Presentation of Certificate of Appreciation in recognition of National Public Health Week

MEETING AGENDA

12:05 p.m. Invocation

 Pledge of Allegiance

 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 19, 2024 Meeting Minutes
4. Consider Approval of March 26, 2024 Special Meeting Minutes

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(f)(I) for the purposes of discussing personnel matters as authorized by C.R.S. §24-6-402(4)(f)(I)- (Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of employees have requested an open meeting.) related to Overflow Processing Center (OPC).
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to **Part I-CIC, Part II-County Investment, and Part III-Coroner.**

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.

DISCUSSION

Greg Colvin, Rick Jones, Loretta Marsh, and Jason Meyer

- May Valley Water Association Linda Wilger, Mark Carrigan, Natalie Musick, Les Weisenhorn, and Zach Bay
- Granada Water Association
 - Updates and Continued Discussion Regarding the Process to Create Water Authorities

Mark Westhoff

- Open Proposals for Prowers County Administration, Treasurer, and Assessor Software RFP
- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – March 2024.
2. Consider approval of Contract Amendment #1 to Original Contract 23 QAAA 178794 and authorize Department of Human Services Director, Lanie Meyers-Mireles, to execute the contract via DocuSign.
3. Consider ratifying 3-22-2024 email poll approval for County General Fund, Fringe, and A/P for payment of bills presented in the amount of \$1,075,537.53, Department of Human Services Payroll, Fringe and A/P for a total of \$255,101.12, and H3C Payroll, Fringe, and A/P for a total of \$110,341.72 with a Certification date of March 27, 2024 and authorizing the use of the Commissioner's signature stamps.
4. Consider ratifying 2/26/2024 email poll approval of Contract Amendment 22-172135A3 amending original contract 22-172135 between Colorado Dept of Health Care Policy and Financing and Board of County Commissioner of Prowers County reference the Overflow Processing Center, and authorizing BOCC Chair Ron Cook to execute the document electronically.
5. Consider approval of voiding General Fund checks, #71585, #17604, #71606, #71615, #71617, #71630, #71635, #71639, #71643 from the March 25, 2024 Approved to Pay and Treasurer Certification due to misprints and to approve the re-issuance of new checks, #71664-71673, with no changes to the grant total.

6. Consider approval of accepting Fire Prevention and Control 23-24 CO Firefighter Safety and Disease Prevention (FFSDP) Grant for the amount of \$20,000.
7. Consider approval of Final Subdivision Exemption Plat Map for 25-7 Media, Inc. The Application request was approved on June 28, 2023 by the Planning Commission and July 11, 2023 by the BOCC. Minor Subdivision, for a First Subdivision in Indian Claim No. 26 in Section 19, Township 22 West, Range 46 South, 6th P.M., subdividing 16.57 acres into four tracts: Tract 1-11.73 acres, Tract 1A-0.51 acres, Tract 2-4.14 acres, and Tract 2A-0.19 acres, and to be recorded in the County Clerk's Office.
8. Consider approval of Electronic Recording Technology Grant Award for Prowers County Clerk and Recorder's Office totaling \$12,410.00 for Fraud Notify Software and Tyler Payments Terminals, and authorizing Chairman Ron Cook to execute the document electronically by DocuSign.
9. Consider approval of appointing two (2) Members to the East Prowers Weed Control District Board for positions on the Board to fill two terms to expire January 2028.
10. Consider approval of Underground and Utility Permit No. 968 for Carrigan Excavating to install an irrigation line across County Road 37.
11. Consider approval of adopting Resolution Opposing Illegal Immigration and Support for Uninvited Migrants.
12. Consider ratifying 3/18/2024 email poll approval of letter of support for Bristol Improvement Board's Congressionally Directed Spending application.
13. Consider ratifying 3/15/2024 email poll approval of Area Agency on Aging Title IIIB Grant application for senior service effective July 1 2024 to June 30, 2025.
14. Consider ratifying 4/2/2024 email poll approval of Service Agreement between CTL Thompson, Inc and Prowers County for CTL to complete geotechnical drilling and testing off of Saddle Club Drive, totaling \$4,900, and authorizing Ron Cook to execute the document.
15. Consider ratifying 3/22/2024 email poll approval of SECOG mini-grant application for Prowers County Fairgrounds Pavilion Sound System totaling \$6400 and authorizing BOCC Chair Ron Cook to sign the application.
16. Consider ratifying 3/28/2024 email poll approval of grant application for Congressionally Directed Spending for the Prowers County Rural Fire Station project, including signed letter of support to Senators Bennet and Hickenlooper, and authorizing County Administrator Mark Westhoff to submit the application electronically.

17. Consider ratifying 3/18/2024 email poll approval of letter of support for Bristol Improvement Board's El Pomar Foundation Grant application.
18. Consider ratifying 3/28/2024 email poll approval of Colorado SIPA Accessibility Grant Application for seven free Allyant accessibility software licenses effective upon issuance April 2024 to April 30, 2025, and authorizing County Administrator Mark Westhoff to submit the application electronically.
19. Consider ratifying 3/22/2024 email poll approval of SECOG mini-grant application for Prowers County Annex Outdoor Sign totaling \$10,000 and authorizing BOCC Chair Ron Cook to sign the application.
20. Consider ratifying 3/21/2024 email poll approval of Sales and Use Tax Exemption Certificate for HW Houston Construction LLC for the Prowers County Hospital District SPD Renovation, and authorizing BOCC Chair Ron Cook to execute the document.
21. Consider ratifying 3/22/2024 email poll approval of revised Commissioners Meeting Dates for the rest of 2024.
22. Consider approval of Colorado Department of Transportation Subaward agreement 24-HTR-ZL-00275 for the purchase of two new transit buses, effective until December 31, 2026 totaling \$214,374 with a County match of \$53,594 due in January 2025, and signed by Prowers Area Transit Director Darren Glover on March 21, 2024.

PREVIOUSLY TABLED ACTION ITEMS:

1. None

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: 4/9/2024

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 4/1/2024

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 2024

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):

Requesting an Email Poll for the Prowers County Veteran Office CVA 26 form.

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

THANK YOU!



Colorado Division of Veterans Affairs

County Veterans Service Officer Monthly Report and Pay Request

State Fiscal Year 2023-2024

County:

Month:

In compliance with C.R.S. § 28-5-707 and for the purposes of semiannual payment, we hereby certify that 169 hours have been worked by accredited veterans service officers and assistants in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the wait time for an appointment with our veterans service office was no more than 1 days in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the following outputs by our CVSO in the month stated above:

Telephone Calls	110
Emails	152
Appointments	35
Outreach Events	1
Total Served	298

Appendix C

CVA 26-County Veterans Service Office monthly report and pay request
October 2023-supersedes all earlier versions

This is verified as a true and accurate record. We acknowledge that the lack of timely submission of this form can result in delayed or missing payments.

Mary Harb
County Veterans Service Officer

4/2/2024
Date

County Commissioner or Designee

Date

Please return this form no later than the 10th of the following month

to: Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/9/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 3/21/24

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 Contract Amendment #1 to Original Contract 23 QAAA 178794 and authorize Department of Human Services Director, Lanie Meyers-Mireles, to execute the contract via DocuSign.”

Justification or Background: These funds are utilized for operation costs at WHC.

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!



CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	Original Contract Number 23 QAAA 178794
Contractor Prowers County Department of Human Services 1001 South Main Street Lamar, CO 81052	Amendment Contract Number CTGG1 QAAA 2023-3050 A1
Current Contract Maximum Amount Initial Term 12/15/2022 – Upon Execution of Amendment #1 \$18,793* And \$11,389,807 pooled GAE shared amongst various contractors as described in Contract, see Exhibit C Section 12 Extension Terms None Total for All Fiscal Years \$18,793*	Contract Performance Beginning Date December 15, 2022
	Current Contract Expiration Date Upon execution of Amendment #1

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>CONTRACTOR Prowers County Department of Human Services</p> <hr/> <p>By: Lanie Meyers-Mireles, Director of Human Services</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <hr/> <p>By: Mary Alice Cohen, Chief Program Director, Office of Program Delivery</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>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Laura Curnow, CDEC Controller</p> <p>Amendment Effective Date/Contract Expiration 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

House Bill 20B-1002 Emergency Relief Grant Programs authorized the Emerging and Expanding child care grant program. The purpose of the Grant program is to expand access and availability of licensed child care throughout the State. Senate Bill 22-213 has extended the Emerging and Expanding child care grant program. The Early Childhood Council shall create a process for soliciting, vetting, awarding, and monitoring emerging and expanding grants. This Amendment shall modify Exhibit C and terminate this Contract.

5. MODIFICATIONS

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

A. This contract is terminated as of the effective date of this Amendment.

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. Exhibit C shall be amended as follows:

Section E shall be deleted in its entirety and replaced by the following:

E. Timely Invoicing - Invoices shall be submitted no later than 15 days following the execution of this Amendment by sending an email to CDEC_Invoicing@state.co.us.

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



COLORADO

Department of Early Childhood

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.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4-9-2024

Submitter: Administration & DHS/H3C

Submitted to the County Administration Office on: Email Poll 3-22-24

Return Originals to: Administration & DHS/H3C and Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 3-22-2024 email poll approval for County General Fund, Fringe, and A/P for payment of bills presented in the amount of \$1,075,537.53, Department of Human Services Payroll, Fringe and A/P for a total of \$255,101.12, and H3C Payroll, Fringe, and A/P for a total of \$110,341.72 with a Certification date of March 27, 2024 and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 03/06/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 2/26/2024 email poll approval of Contract Amendment 22-172135A3 amending original contract 22-172135 between Colorado Dept of Health Care Policy and Financing and Board of County Commissioner of Prowers County reference the Overflow Processing Center, and authorizing BOCC Chair Ron Cook to execute the document electronically.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 2/26/2024

Additional Approvals (if required):

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

THANK YOU!


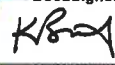

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 22-172135
Contractor Board of County Commissioners of Prowers County	Amendment Contract Number 22-172135A3
Current Contract Maximum Amount Initial Term State Fiscal Year 2022 \$1,373,333.00 Extension Terms State Fiscal Year 2023 \$1,904,677.00 State Fiscal Year 2024 \$1,904,677.00 State Fiscal Year 2025 \$1,904,677.00 State Fiscal Year 2026 \$1,904,677.00 Total for All State Fiscal Years \$8,992,041.00	Contract Performance Beginning Date December 28, 2021 Current Contract Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p align="center">CONTRACTOR Board of County Commissioners of Prowers County</p> <p>DocuSigned by:  By: _____ Date: 3/21/2024 09:25 PDT</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing</p> <p>DocuSigned by:  By: _____ Date: 3/21/2024 10:33 MDT</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">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  By: _____ Amendment Effective Date: 3/21/2024 11:44 MDT</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 Contractor and the State.

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this amendment is to update contract deliverables.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. Exhibit B-2, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit B-3, Statement of Work, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit B and B-2, shall be deemed to reference to Exhibit B-3.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

EXHIBIT B-3, STATEMENT OF WORK

1. GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.
- 1.2. Contractor shall not engage in any Work under the Contract, prior to the effective date of the SOW. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the effective date of the SOW under this Contract.
- 1.3. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.4. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors and identified stakeholders to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 1.5. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.
- 1.6. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.7. **Renewal Options and Extensions**
 - 1.7.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocur the performance of the Work in its sole discretion.
 - 1.7.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.
 - 1.7.3. In the event that the Contract is extended beyond five years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.
 - 1.7.4. The limitation on the annual maximum compensation in this Contract shall not include

increases made specifically as compensation for additional Work added to the Contract.

1.8. Stated Deliverables and Performance Standards

- 1.8.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE," "KEY PERFORMANCE INDICATOR", or "PERFORMANCE STANDARD" is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable, key performance indicator or performance standard, except to provide the due date for the Deliverables.

1.9. Deliverables

- 1.9.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
- 1.9.2. Contractor shall provide all report Deliverables in the format directed by the Department and containing the information requested by the Department.
- 1.9.3. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:
- 1.9.3.1. Gather and document requirements for the Deliverable.
- 1.9.3.2. Create a draft in the Department-approved format for the individual Deliverable.
- 1.9.3.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
- 1.9.3.3.1. Readability.
- 1.9.3.3.2. Spelling.
- 1.9.3.3.3. Grammar.
- 1.9.3.3.4. Completion.
- 1.9.3.4. Adhere to all required templates or development of templates.
- 1.9.3.5. Perform modifications that include version control and tracked changes.
- 1.9.4. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
- 1.9.4.1. Changes the Department may direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
- 1.9.4.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
- 1.9.4.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its

acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.

- 1.9.5. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 1.9.6. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 1.9.7. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 1.9.8. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 1.9.9. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.
 - 1.9.9.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.
- 1.9.10. Contractor shall meet the following Contract Performance Standard Targets
 - 1.9.10.1. Deliverable Timeliness Rate is:
 - 1.9.10.1.1. Calculated by the number of Deliverables that were late divided by the number of Deliverables due in the month to include original due dates and updated due dates, monthly.
 - 1.9.10.1.2. Used to determine the percentage of deliverables submitted on time.
 - 1.9.10.1.3. Contractor and the Department will track deliverable due dates, updated request dates, and deliverable accepted dates.
 - 1.9.10.1.4. Contractor shall meet the Deliverable Timeliness Rate monthly.
 - 1.9.10.1.5. PERFORMANCE STANDARD: Deliverables shall be submitted with a Deliverable Timeliness Rate of 95% per month.
 - 1.9.10.2. Deliverable Accuracy Rate is:

- 1.9.10.2.1. Calculated as the number of errors divided by the total number of possible errors, monthly.
- 1.9.10.2.2. Errors are considered but not limited to spelling, grammar, industry standards and acceptance criteria.
- 1.9.10.2.3. Used to determine the percentage of deliverables completed accurately.
- 1.9.10.2.4. The Department will outline basic components for Contractor for each Deliverable.
- 1.9.10.2.5. Contractor shall meet the Deliverable Accuracy Rate monthly.
- 1.9.10.2.6. PERFORMANCE STANDARD: Deliverables shall have a Deliverable Accuracy Rate of 90% per Deliverable for the month.

1.10. Performance Reviews

- 1.10.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
- 1.10.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
- 1.10.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.
- 1.10.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
- 1.10.5. The Department may make the results of any performance reviews or evaluations available to the public or may publicly post the results of any performance reviews or evaluations.

1.11. Communication with the Department

- 1.11.1. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within one Business Days of receipt by Contractor.
- 1.11.2. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses G-Suite, Microsoft Office 2016 and/or Microsoft Office 365 for PC. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
- 1.11.3. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:
 - 1.11.3.1. The date the transmittal will be effective.
 - 1.11.3.2. Direction to Contractor regarding performance under the Contract.
 - 1.11.3.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.

- 1.11.3.4. The signature of the Department employee who has been designated to sign transmittals.
- 1.11.3.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.
- 1.11.4. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
- 1.11.4.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.11.5. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 1.11.6. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.11.7. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.
- 1.11.8. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 1.12. Non-Solicitation of Department Employees
- 1.12.1. Contractor shall not recruit any employee of the Department for employment with Contractor during the term of this Contract, except that Contractor may accept applications from Department employees that are submitted independently by the employee.
- 1.12.2. Contractor shall notify the Department if it hires any former employee of the State of Colorado to perform any Work under this Contract. Contractor shall not permit former State of Colorado employees to perform the same work under the Contract that they performed for the State of Colorado, regardless of length of time former employee has been separated from the State of Colorado.
- 1.12.3. Contractor shall not hire any of the Department's Senior Executive Team, Office Directors, Division Directors, or Section Managers for a period of six months following that individual's termination of employment from the Department without the express, written consent of the Department's Executive Director. In accordance with §24-18-201, C.R.S., Contractor shall also not hire any employee of the Department, regardless of position, who was directly involved with this Contract or the Work for a period of six months following that individual's termination of employment from the Department.

- 1.12.4. If Contractor hires an employee or former employee of the Department in violation of this section, Contractor shall pay the Department an amount equal to 12 times the employee's monthly salary at the time of termination of their employment with the Department as liquidated damages. The parties agree that quantifying losses arising from Contractor's breach of this section is inherently difficult because they represent the direct and indirect costs of recruitment, training, and lost productivity related to replacing personnel, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, given the nature of the losses that may result from employee replacement

1.13. Business Continuity Plan

- 1.13.1. Contractor shall develop and create a comprehensive Business Continuity Plan based on consultation with the Department, expectations identified by the Department, and industry standards that Contractor will follow in order to continue operations after a Disaster or a Business Interruption.
- 1.13.2. Contractor shall include, but is not limited to, the following components in the Business Continuity Plan:
- 1.13.2.1. Overview (Purpose, Scope, Assumptions, Objectives, Security & Privacy Statement)
 - 1.13.2.2. System Information pertaining to Eligibility Determinations (data, databases, operating programs, files, systems, and software)
 - 1.13.2.3. Operations [Type of disaster/interruption, effected, policies, procedures and instruction, recovery, management of business (assets, workers, partners, and customers), risk mitigation, resilience planning, business continuity]
 - 1.13.2.4. Organization and Assignment of Responsibilities
 - 1.13.2.5. Communication Streams
 - 1.13.2.6. Authorities and Reference
 - 1.13.2.7. Version Control
- 1.13.3. Contractor shall address, but is not limited to, the following in the Business Continuity Plan:
- 1.13.3.1. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
 - 1.13.3.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 1.13.3.2.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
 - 1.13.3.3. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department approved, off-site location.
 - 1.13.3.4. How Contractor will comply with the disaster recovery standards outlined in the Information Technology Provisions (Exhibit H).
 - 1.13.3.5. How Contractor will minimize the effects on Members of any Business Interruption.
 - 1.13.3.6. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.

- 1.13.3.7. How Contractor will plan long-term back-up facilities out of which Contractor can continue operations after a Disaster.
- 1.13.3.8. How much time it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.13.4. In the event of any Business Interruption, Contractor shall implement its most recently approved Business Continuity Plan immediately after Contractor becomes aware of the Business Interruption. In that event, Contractor shall comply with all requirements, deliverables, timelines, and milestones contained in the implemented plan.
- 1.13.5. Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in Contractor's processes, procedures or circumstances. Contractor shall submit an updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or shall note that there were no changes in the version control.
- 1.13.6. The Department may request a change to the Business Continuity Plan at any time to account for any changes needed. Contractor shall modify the Business Continuity Plan as directed by the Department and submit an updated Business Continuity Plan containing all changes directed by the Department.
- 1.13.7. Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
- 1.13.7.1. DELIVERABLE: Business Continuity Plan
- 1.13.7.2. DUE: Semi-Annually on June 30th and December 31st, within five Business Days when a change occurs and by request by the Department, unless written approval from the Department prior to due date.
- 1.13.8. Contractor shall utilize the most recent Business Continuity Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.
- 1.14. Start-Up Plan
- 1.14.1. Contractor shall create a Start-Up Plan that contains, at a minimum, the following:
 - 1.14.1.1. A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform initial Work by the initial Project Kick-Off Meeting.
 - 1.14.1.2. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
 - 1.14.1.3. The risks associated with the start-up and a plan to mitigate those risks.
 - 1.14.1.4. DELIVERABLE: Start-Up Plan
 - 1.14.1.5. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 1.14.2. Contractor shall implement the Start-Up Plan once the Department has approved the Deliverable in writing.
- 1.14.3. Contractor shall utilize the most recent Start-Up Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.

1.15. Closeout Plan

- 1.15.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from Contractor to the Department or to another contractor selected by the Department to provide the Overflow Processing Center (OPC) services to recipient/applicant served by Contractor after the termination of the Contract.
- 1.15.1.1. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on recipients/applicants and the Department.
- 1.15.1.2. Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.15.2. DELIVERABLE: Closeout Plan
- 1.15.3. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 1.15.4. Contractor shall utilize the most recent Closeout Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.
- 1.15.5. Closeout Period
- 1.15.6. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- 1.15.7. During the Closeout Period, Contractor shall complete all of the following:
 - 1.15.7.1. Implement the most recent Closeout Plan as approved by the Department, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan that has been approved by the Department.
 - 1.15.7.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.
 - 1.15.7.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
 - 1.15.7.4. Contractor shall create Close Out Notification Templates and deliver them to the Department for approval.
 - 1.15.7.4.1. DELIVERABLE: Close Out Notification Templates
 - 1.15.7.4.2. DUE: Within five Business Days of when change occurs and by the request of the Department unless written approval from the Department prior to due date.
 - 1.15.7.5. Once the Department has approved the Close Out Notification Templates, Contractor shall deliver these notifications to all Eligibility Sites, and recipients/applicants actively

engaged with, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.

- 1.15.7.6. Contractor shall notify any Subcontractors of the termination of the Contract, as directed by the Department.
- 1.15.7.7. Contractor shall notify all Eligibility Sites and any recipients/applicants actively engaged with, that Contractor will no longer operate as the Overflow Processing Center (OPC) as directed by the Department.
- 1.15.7.8. Contractor shall provide copies of all Close Out Notifications delivered to subcontractors, Eligibility Sites, Recipients, and Applicants.
 - 1.15.7.8.1. DELIVERABLE: Close Out Notifications
 - 1.15.7.8.2. DUE: 30 days prior to termination of the Contract
- 1.15.7.9. Contractor shall continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor and will notify Contractor of this determination for that requirement.

2. INFORMATION TECHNOLOGY REQUIREMENTS

2.1. Department System Access

- 2.1.1. In the event that Contractor requires access to any Department computer system to complete the Work, Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
- 2.1.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems.
- 2.1.3. Contractor shall access the CBMS through the Department's secured CBMS Web Portal.
- 2.1.4. Contractor shall maintain all hardware, software, systems management, internet connections, internet browsers and network administration necessary to access the CBMS.
- 2.1.5. Contractor shall provide all computer workstations and other equipment, such as printers, necessary for Contractor's staff members to access the CBMS and perform the Work.
- 2.1.6. Contractor shall ensure that all of its staff members who will perform any part of the Work in the CBMS have the proper access to the CBMS through the CBMS Web Portal.
- 2.1.7. Contractor shall only request access to the CBMS for its staff members that need access to the CBMS to perform a portion of the Work. Contractor shall only request the minimum level of access for each of Contractor's staff member necessary for that staff member to perform their responsibilities related to the Work.
- 2.1.8. Contractor shall ensure that all of its staff members who will have access to the CBMS have signed the Department's System User Access Agreement prior to that staff member accessing

the CBMS. Contractor shall not allow any of its staff members to access the CBMS prior to signing the Department's System User Access Agreement.

- 2.1.9. Contractor shall not use the CBMS, or any information contained in the CBMS for any purpose other than to perform the Work. Any other use of the CBMS or information in the CBMS may constitute a breach of this contract, in the sole discretion of the Department.
- 2.1.10. Contractor shall not use any proprietary data or other systems or data sets in the completion of the Work without the prior, written consent of the Department.
- 2.1.11. Contractor must provide the Department with a System Maintenance Schedule to include scheduled up/down time of all systems being utilized by the OPC.
- 2.1.11.1. DELIVERABLE: System Maintenance Schedule
- 2.1.11.2. DUE: Quarterly, Five Business Days prior to SFY Quarterly Dates (6/30,9/30,12/31,3/31)

2.2. Security Administrators

- 2.2.1. Contractor shall appoint an individual as a Primary Security Administrator to act as a liaison between Contractor's staff members who have access to the Department's computer systems and the Department's security administrators and Privacy Officer.
- 2.2.2. Contractor shall designate individuals to serve as Secondary Security Administrators who will fill the role of the Primary Security Administrator when the Primary Security Administrator is out of the office or otherwise unavailable.
- 2.2.3. Contractor shall provide the names and contact information of the Primary Security Administrator and all Secondary Security Administrators to the Department.
- 2.2.4. Contractor shall update this list upon its own changes in assignment to the Security Administrators.
- 2.2.5. Contractor shall update this list upon the Department's request for changes in the individuals assigned as Security Administrators.
- 2.2.6. DELIVERABLE: List of Security Administrators
- 2.2.7. DUE: Within Five Business Days of effective date of Contract, when a change occurs, and by request by the Department, unless written approval from the Department prior to due date.

2.3. Protection of System Data

- 2.3.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Contract. All provisions of this Contract that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- 2.3.2. For the avoidance of doubt, the terms of this Contract shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
 - 2.3.2.1. Contractor provides physical or logical storage of State Records;
 - 2.3.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records;
 - 2.3.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.

- 2.3.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 2.3.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - 2.3.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - 2.3.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 2.3.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 2.3.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - 2.3.3.6. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.
- 2.3.4. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 2.3.5. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
 - 2.3.5.1. Contractor will provide notice to the Security and Compliance Representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - 2.3.5.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.
- 2.4. Cyber Security Plan
 - 2.4.1. Contractor is responsible for ensuring the security and privacy of their internal systems and internet provider(s).
 - 2.4.2. Contractor shall develop and create a comprehensive Cyber Security Plan based on consultation with the Department, expectations identified by the Department, expectations laid out in Exhibit A, HIPAA Business Associates Addendum, NIST Standards, and industry standards to move the program/project into operations.

- 2.4.3. The Cyber Security Plan shall be a working document updated as needed and available upon request.
- 2.4.4. The Cyber Security Plan shall align with state and federal policies to include but not limited to:
 - 2.4.4.1. PII (Personal Identifiable Information) protection
 - 2.4.4.2. PHI (Protected Health Information) protection
 - 2.4.4.3. Data breach safeguards
 - 2.4.4.4. Incident response and reporting
 - 2.4.4.5. Financial data protections
 - 2.4.4.6. Internal controls
 - 2.4.4.7. Background Check Verifications
 - 2.4.4.8. Cyber Security Training and Training Schedule
- 2.4.5. Contractor shall update the Cyber Security Plan when a change in state/federal policies occurs, directed by the Department, or when Contractor changes its own policies.
- 2.4.6. Contractor shall review its Cyber Security Plan at minimum, on an annual basis to determine if any changes are needed.
- 2.4.7. If a change has occurred and an update is needed, Contractor shall submit an update to the Cyber Security Plan that contains all changes from the most recently submitted and approved Communication Plan or shall note no changes needed within the version control.
- 2.4.8. The Department may request a change to the Cyber Security Plan at any time to account for any changes needed. Contractor shall modify the Cyber Security Plan as directed by the Department and submit an updated Cyber Security Plan containing all changes directed by the Department.
- 2.4.9. Contractor shall deliver the Cyber Security Plan to the Department for review and approval.
 - 2.4.9.1. DELIVERABLE: Cyber Security Plan
 - 2.4.9.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.

2.5. Data Handling

- 2.5.1. The State, in its sole discretion, may securely deliver State Records directly to the facility where such data is used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- 2.5.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.

- 2.5.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.
- 2.5.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. PERSONNEL

- 3.1. Contractor shall provide merit-based government employees as necessary to perform the Work throughout the term of the Contract.
- 3.2. Contractor may hire Temporary employees upon prior written approval from the Department to support limited functions unrelated to Eligibility Determinations.
- 3.3. Personnel Availability
 - 3.3.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
 - 3.3.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department if the Department requires their attendance, unless the Department has granted prior written approval otherwise.
 - 3.3.3. Contractor shall ensure that the Key Personnel attending meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
 - 3.3.4. Contractor shall make its Key Personnel and Other Personnel available to attend Ad Hoc meetings as subject matter experts if required by the Department.
 - 3.3.5. Contractor shall provide staff members to attend all meetings listed in this contract.
 - 3.3.6. Contractor shall use its discretion to determine where personnel will attend meetings with the Department or other Department stakeholders. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

- 3.3.7. Contractor shall use its discretion to determine the number of staff members necessary to perform the Work in accordance with the requirements of the Contract. In the event that the Department has determined that Contractor has not provided sufficient staff members to perform the Work in accordance with the requirements of the Contract, Contractor shall provide all additional staff members necessary to perform the Work in accordance with the requirements of the Contract at no additional cost to the Department.
- 3.3.8. Contractor shall designate people to hold the following Key Personnel positions:
 - 3.3.8.1. Overflow Processing Center (OPC) Director
 - 3.3.8.1.1. The Director shall oversee contract decisions, prepare changes and/or updates to the contract, coordinate the preparation and review of reports and provide oversight to the ongoing operations of the Overflow Processing Center (OPC). The Director reports to the County Administrator.
 - 3.3.8.1.2. The Director shall be responsible for all of the following:
 - 3.3.8.1.2.1. Serving as Contractor's primary point of contact for the Department.
 - 3.3.8.1.2.2. Ensuring the completion of all Work in accordance with the Contract's requirements.
 - 3.3.8.1.2.3. The implementation and ongoing operations of the OPC including but not limited to, ensuring the accuracy, timeliness and completeness of all work outlined in the Contract.
 - 3.3.8.1.2.4. Overseeing Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
 - 3.3.8.2. Overflow Processing Center (OPC) Operations Manager
 - 3.3.8.2.1. The Operations Manager shall assist with the implementation and ongoing operation of the Overflow Processing Center. The Operations Manager shall manage performance standards to meet contract goals and keep the OPC on track. The Operations Manager reports to the Director.
 - 3.3.8.2.2. The Operations Manager shall be responsible for all of the following:
 - 3.3.8.2.2.1. Ensuring all paperwork is completed and submitted timely for newly hired staff and terminated employees, including CBMS access, training, and supporting system accesses needed to perform in the position while employed at the OPC.
 - 3.3.8.2.2.2. Monitoring daily staff performance, daily goals, personnel issues, workload needs and assignment concerns.
 - 3.3.8.2.2.3. Overseeing supervisory staff and ensuring that training is provided to properly coach and develop their teams.
 - 3.3.8.2.2.4. Attending Department and State meetings (check-ins) to ensure information is received and disbursed to staff at all times.
 - 3.3.8.3. Quality Assurance (QA) Analyst
 - 3.3.8.3.1.1. The QA Analyst shall assist the OPC Director by managing the QA Plan, quality assuring randomized work completed by OPC staff by leveraging standards given by the Department and reporting on findings. The QA Analyst reports directly to the Director.

- 3.3.8.3.2. The QA Analyst shall be responsible for all of the following:
 - 3.3.8.3.2.1. Reporting QA findings to the OPC Director, Operations Manager, the Departments Program/Contract Manager, the Departments Overflow Processing (OP) Trainer, and OPC staff to help understand the level of performance, quality assurance outcomes, and identify training needs.
 - 3.3.8.3.2.2. Quality Assuring and analyzing the OPC's work by following the approved OPC Quality Assurance Program (QA Plan – Policies and Processes)
 - 3.3.8.3.2.3. Quality assuring 1-5% of work assigned to the OPC as agreed upon by the Department. The QA Analyst will work directly with the OPC Program/Contract Manager to develop an agreed upon process and appropriate percentage of quality assured work.
- 3.3.8.4. Contractor shall provide the Department with a final list of Key Personnel assigned to the Contract, including the position descriptions for each staff member and the supervisory structure for that staff member involved in implementation and ongoing operations.
- 3.3.8.5. Contractor must notify the Department to any change to Key Personnel within 24 hours of knowledge and get Department Approval for new assignment of Key Personnel.
- 3.3.8.6. Contractor shall provide the Department with a Key Personnel List of individuals assigned to the Contract and appropriate contact information for those individuals. If any of Contractor's Key Personnel are required to have and maintain any professional licensure or certification, then Contractor shall submit copies of such current licenses and certifications to the Department as part of the Key Personnel List.
- 3.3.8.7. Contractor shall update this list upon the Department's request and/or to account for changes in the individuals assigned to the Contract.
 - 3.3.8.7.1. DELIVERABLE: Key Personnel List
 - 3.3.8.7.2. DUE: Within five Business Days of effective date of Contract, when a change occurs, when an update has been made to a certification, and by request by the Department, unless written approval from the Department prior to due date.
- 3.3.9. Other Personnel
 - 3.3.9.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.
 - 3.3.9.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.
 - 3.3.9.3. Contractor shall provide the Department with an Other Personnel List of individuals assigned to perform the Work of the Contract, position title, and appropriate contact information for those individuals. If any of Contractor's Other Personnel are required to have and maintain any professional licensure or certification, Contractor shall submit

copies of such current licenses and certifications to the Department as part of the Key Personnel List.

3.3.9.4. Included in the Other Personnel List shall be a designated Security and Compliance Representative as outlined in Exhibit H, a Dispute Resolution and Appeals Point of Contact as outlined in Section 11.10, and an ACP Liaison as outlined in Section 9.13.

3.3.9.5. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.

3.3.9.5.1. DELIVERABLE: Other Personnel List

3.3.9.5.2. DUE: Within Five Business Days of effective date of Contract, when a change occurs, when an update has been made to a license, and by request by the Department, unless written approval from the Department prior to due date.

3.4. Subcontractors

3.4.1. Contractor may subcontract to complete a portion of the Work required by the Contract.

3.4.2. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3.4.3. The conditions for using a Subcontractor or Subcontractors are as follows:

3.4.3.1. Contractor shall not subcontract more than 20% of the Work.

3.4.3.2. Contractor shall provide the Term of the contract with the Subcontractor.

3.4.3.3. Contractor shall provide system maintenance schedules (scheduled uptime/downtime) for subcontractor.

3.4.3.4. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor, to the Department the later of 30 days prior to the Subcontractor beginning work or the Effective Date of this Contract.

3.4.3.4.1. DELIVERABLE: Subcontracted Work List

3.4.3.4.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date and within 30 days after an Option Letter and/or Amendment, change, or request by The Department

3.5. Administrative Reporting

3.5.1. Contractor shall provide an Administrative Report to the Department, upon the Department's request, covering the period directed by the Department.

3.5.1.1. The Administrative Report shall contain all information regarding Contractor's staffing, expenses and revenues relating to the Work, as directed by the Department for the period that the report covers. This information may include, but is not limited to, all of the following:

3.5.1.1.1. Number of Full Time Equivalent per position category, as determined by the Department, and total salary expenditure for that position category.

3.5.1.1.2. Operating expenses broken out by category, as determined by the Department.

3.5.1.1.3. Number of staff that were newly hired and separated and number of vacant positions, broken out by position category, as determined by the Department.

3.5.1.1.4. Administrative revenues, such as payments by debt and interest revenues, broken out

by source as directed by the Department.

- 3.5.1.1.5. Administrative expenditures, such as payments to Subcontractors and Providers, broken out by source as directed by the Department.
- 3.5.1.1.6. Remaining cash-on-hand at the end of the period.
- 3.5.1.2. Contractor shall deliver the Administrative Report to the Department within 10 Business Days following the request by the Department for that report. The Department may create a fixed schedule for Contractor's submission of the Administrative Report by delivering the schedule to Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying Contractor in writing of the change or termination.
- 3.5.1.2.1. DELIVERABLE: Administrative Report
- 3.5.1.2.2. DUE: Within 10 Business Days after the Department's request. If the Department has delivered a fixed schedule to Contractor, then Contractor shall deliver the report as described in the most recent version of that schedule.

3.6. Notification of Cost Increase

- 3.6.1. Contractor shall notify the Department when there is an expected or emergency cost increase.
 - 3.6.1.1. Contractor shall provide 30 days' notice when an increase is expected.
 - 3.6.1.2. Contractor shall provide notice five business days prior to an emergency increase when possible.
 - 3.6.1.2.1. In the event that five business days' notice is not possible Contractor shall provide notice as soon as possible and no later than 24 hours of when an emergency occurs.
- 3.6.2. Contractor shall develop a Cost Increase Report that includes but is not limited to the following:
 - 3.6.2.1. The original cost,
 - 3.6.2.2. The increased cost,
 - 3.6.2.3. The date of effective change of the cost,
 - 3.6.2.4. An explanation of the increase and why the increase is necessary to perform the duties laid out in this Contract.
- 3.6.3. Contractor shall provide the Cost Increase Report to the Department for review and approval.
 - 3.6.3.1. DELIVERABLE: Cost Increase Report
 - 3.6.3.2. DUE: Reported in the Quarterly Performance Report

3.7. Quarterly Personnel Status Meeting

- 3.7.1. Contractor shall work with the Department to schedule a Quarterly Personnel Status Meeting with the appropriate stakeholders.

3.8. Contractor shall develop a Quarterly Personnel Status Meeting to include at minimum:

- 3.8.1. Administrative Report for the previous quarter
- 3.8.2. Issues, Risks, Mitigation Strategies and Lessons Learned
- 3.8.3. Workforce Go-No Go
- 3.8.4. Any other topics identified by the Department

- 3.9. Contractor shall deliver to the Department the Quarterly Personnel Status Meeting Agenda for approval
 - 3.9.1. DELIVERABLE: Quarterly Personnel Status Meeting Agenda
 - 3.9.2. DUE: Three Business Days prior to Quarterly Personnel Status Meeting unless written approval from the Department prior to due date.
- 3.10. Contractor shall organize and facilitate the Quarterly Personnel Status Meeting with the Department and any other stakeholders identified by the Department to discuss, at a minimum, the items identified in the Leadership Review Agenda.
- 3.11. Contractor shall deliver to the Department a copy of the Quarterly Personnel Status Meeting Minutes which shall include information provided in the meeting and identified in the Quarterly Personnel Status Meeting Agenda and during the meeting.
 - 3.11.1. DELIVERABLE: Quarterly Personnel Status Meeting Minutes
 - 3.11.2. DUE: Within one Business Day of Quarterly Personnel Status Meeting unless written approval from the Department prior to due date.

4. COMMUNICATIONS

- 4.1. Contractor will be in communication with recipients/applicants, Eligibility Sites, and other identified stakeholders.
- 4.2. The Communications Plan shall be a working document updated as needed and available upon request.
- 4.3. The Department will provide an outline of key components of the Communication Plan and assist Contractor with identifying stakeholders to include within the plan.
- 4.4. Contractor shall develop and create a comprehensive Communication Plan based on consultation with the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 4.5. The Communication Plan shall identify points of contact and responsibility while including/addressing but not limited to the following:
 - 4.5.1. Communication for Escalation Processes for the Department, Eligibility Sites, and other identified Stakeholders by the Department
 - 4.5.2. Communication of Federal/State/Department guidance to workers, recipients/applicants, and Eligibility Sites
 - 4.5.3. Communication of process decisions, changes, and implementations including communication policies for workers.
 - 4.5.4. Communications for system related changes, concerns, and downtime
 - 4.5.5. Communication methods with recipients/applicants, and Eligibility Sites
 - 4.5.6. Communications for crisis situations for the workers, recipients/applicants, and Eligibility Sites
 - 4.5.7. Communication assumptions, constraints, strategy, evaluation, risks, issues, lessons learned
- 4.6. Contractor shall update its Communication Plan prior to implementing any change as directed by the Department or internally by Contractor.

- 4.7. Contractor shall review its Communication Plan at minimum, on an annual basis to determine if any changes are needed.
- 4.7.1. If a change is needed, Contractor shall submit an updated Communication Plan that contains all changes from the most recently submitted and approved Communication Plan or shall note no changes needed within the version control.
- 4.8. The Department may request a change to the Communication Plan at any time to account for any changes needed. Contractor shall modify the Communication Plan as directed by the Department and submit an updated Communication Plan containing all changes directed by the Department.
- 4.9. Contractor shall deliver the Communication Plan to the Department for review and approval.
- 4.9.1. DELIVERABLE: Communication Plan
- 4.9.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 4.10. Contractor shall utilize the most recent Communication Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.

5. PROGRAM IMPLEMENTATION

- 5.1. Program Implementation work is work outside of Maintenance and Operations. This includes but not limited to the initial implementation of the program and/or a new project.
- 5.2. Project Transition Work Plan
- 5.2.1. Contractor shall develop and create a comprehensive Transition Work Plan based on consultation with the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 5.2.2. The Transition Work Plan shall be a working document updated as needed and available upon request.
- 5.2.3. Contractor must include any identified stakeholders, relevant stakeholder information, and relevant stakeholder schedules in the Transition Work Plan.
- 5.2.4. Contractor shall create a Transition Work Breakdown Structure (WBS) as part of the Transition Workplan for all activities related to the program/project based on consultation with the Department, expectations identified by the Department, and industry standards.
- 5.2.5. The Department will provide an outline of key components of the Transition Work Plan and assist Contractor with identifying stakeholders relevant to the program/project.
- 5.2.6. Contractor shall deliver the Transition Work Plan to the Department for review and approval.
- 5.2.6.1. DELIVERABLE: Project Transition Work Plan
- 5.2.6.2. DUE: Within Five Business Days of initiation of a new project, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.3. Project Kick Off Meetings
- 5.3.1. Contractor shall work with the Department to schedule the Project Team Kick off with the appropriate stakeholders.

- 5.3.2. The Department will provide an outline of key components of the Project Kick-Off Meetings and assist Contractor with identifying stakeholders relevant to the meeting.
- 5.3.3. Contractor shall develop a Project Team Kick-off Agenda to include at minimum:
 - 5.3.3.1. Project Team organizational structure including lines of communication and reporting relationships
 - 5.3.3.2. Project deliverable timelines, responsibility, expectations, formats, acceptance criteria's, reviews, and processes
 - 5.3.3.3. Project meetings and identified stakeholder meetings by Contractor or Department
 - 5.3.3.4. Strategy planning for the integration of the program or project into ongoing
 - 5.3.3.5. Issues, Risks, Mitigation Strategies and Lessons Learned
 - 5.3.3.6. Any other topics identified by the Department
- 5.3.4. Contractor shall deliver to the Department the Project Team Kick-off Agenda for approval
 - 5.3.4.1. DELIVERABLE: Project Team Kick-off Agenda
 - 5.3.4.2. DUE: Three Business Days prior to Project Team Kick-Off Meeting, unless written approval from the Department prior to due date.
- 5.3.5. Contractor shall organize and facilitate the Project Team Kick-off Meeting with the Department and any other stakeholders identified by the Department to discuss, at a minimum, the items identified in the Project Team Kick-off Agenda.
- 5.3.6. Contractor shall deliver to the Department a copy of the Project Team Kick-off Meeting Minutes which shall include but not limited to items identified in the Project Team Kick-off Agenda and during the meeting.
 - 5.3.6.1. DELIVERABLE: Project Team Kick-off Meeting Minutes
 - 5.3.6.2. DUE: Within one Business Day of Project Kick-off Meeting, unless written approval from the Department prior to due date.
- 5.4. Project Bi-Weekly Meetings
 - 5.4.1. Contractor shall facilitate and participate in Project Bi-Weekly Meetings.
 - 5.4.2. Contractor may combine the Bi-Weekly Meetings with another scheduled meeting with prior written approval by the Department.
 - 5.4.3. The Department will provide an outline of key components of the Project Bi-Weekly Meetings and assist Contractor with identifying stakeholders relevant to the meeting.
 - 5.4.4. Contractor shall be prepared to discuss at minimum meeting industry standards and any items identified by the Department, including but not limited to expectations identified in the Project Team Kick-off Meeting.
 - 5.4.5. Contractor shall create and provide a comprehensive Project Bi-Weekly Meetings Agenda to identified stakeholders based on the expectations identified by the Department, in the Project Team Kick-off Meeting, and industry standards.
 - 5.4.6. Contractor shall include any known updates from the prior Project Bi-Weekly Meeting to action items within the agenda.

- 5.4.7. Contractor shall deliver the Project Bi-Weekly Meeting Agenda to all identified stakeholders one business days prior to the meeting.
- 5.4.7.1. DELIVERABLE: Project Bi-Weekly Meeting Agenda
- 5.4.7.2. DUE: One Business Days prior to Bi-Weekly Meeting unless written approval from the Department prior to due date.
- 5.4.8. Contractor shall take comprehensive Project Bi-Weekly Meeting Minutes with detailed information on the items listed in the Project Bi-Weekly Meeting Agenda and any other topics that were identified in the meeting.
- 5.4.9. Contractor shall deliver Project Bi-Weekly Meetings to the Department within one Business Day of completion of the meeting.
- 5.4.9.1. DELIVERABLE: Project Bi-Weekly Meeting Minutes
- 5.4.9.2. DUE: Within one Business Day of Project Bi-Weekly Meeting unless written approval from the Department prior to due date.
- 5.5. Project Ad Hoc Meetings
- 5.5.1. Contractor shall attend and participate in meetings required by the Department and/or it's applicable vendors
- 5.5.2. If applicable, the Department will provide an outline of key components of each Project Ad Hoc Meeting and assist Contractor with identifying stakeholders relevant to the meeting.
- 5.5.3. Contractor shall do the following for Project Ad Hoc meetings:
 - 5.5.3.1. Gather and provide any documentation required by the Department by the date determined by the Department
 - 5.5.3.2. If applicable, provide the agenda and assist in facilitating the meeting
 - 5.5.3.3. Deliver Project Ad Hoc Meeting Minutes based on the expectations identified by the Department in the Project Team Kick-off Meeting, relevant information discussed within the meeting, and industry standard information including but not limited to scheduling, training, reports, technical information, performance standards, issues, risks, lessons learned, decisions, action items, next steps, and updates as applicable.
- 5.5.4. Contractor shall take detailed Project Ad Hoc Meeting Minutes with updated information on the items listed in the Project Bi-Weekly Meetings Agenda and any other topics that were identified in the meeting.
- 5.5.5. Contractor shall deliver Ad Hoc Meeting Minutes to the Department within one Business Day of completion of the meeting.
- 5.5.5.1. DELIVERABLE: Project Ad Hoc Meeting Minutes
- 5.5.5.2. DUE: Unless specified by the Department, within in One Business Day of Ad Hoc Meeting
- 5.6. Transition Staffing Plans
- 5.6.1. Contractor shall develop and create a comprehensive Transition Staffing Plan based on consultation with the Department, expectations identified by the Department, and industry standards to move the program/project into operations.

- 5.6.2. The Department will provide an outline of key components of the Transition Staffing Plan and assist Contractor with identifying stakeholders relevant to the plan.
- 5.6.3. The Transition Staffing Plan shall be a working document updated as needed and available upon request.
- 5.6.4. Contractor shall deliver the Transition Staffing Plans to the Department for review and approval.
 - 5.6.4.1. DELIVERABLE: Transition Staffing Plan
 - 5.6.4.2. DUE: Within five Business Days of initiation of a new project, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.7. Project Operational Readiness Assessment Plan
 - 5.7.1. Contractor shall develop and create a Project Operational Readiness Assessment Plan based on consultation with the Department, expectations identified by the Department, and industry standards to ensure that Contractor has the program/project requirements in place by the established project implementation date.
 - 5.7.2. The Department will provide an outline of key components of the Project Operational Readiness Assessment Plan and assist Contractor with identifying stakeholders relevant to the plan.
 - 5.7.3. The Project Operational Readiness Assessment Plan shall be a working document updated as needed and available upon request.
 - 5.7.4. Contractor shall deliver the Project Operational Readiness Assessment Plan to the Department for review and approval.
 - 5.7.5. The Project Operational Readiness Assessment Plan shall address at minimum the identified key components provided by the Department and the following:
 - 5.7.5.1. How paper record storage and shredding requirements, protocols, and provisions are met
 - 5.7.5.2. How the appropriate personnel were hired and trained and how they meet the requirements to fulfill their roles
 - 5.7.5.3. How the appropriate templates and procedures for communications and reporting were met
 - 5.7.5.4. How technical requirements including but not limited to electronic document management systems, electronic storage, high-speed internet, IT support, telephone, toll free telephone service, email, electronic provisions, computers, software, scanners, any other identified technical requirements and how requirements were met.
 - 5.7.6. Contractor shall provide a Project Operational Readiness Checklist as part of the Operational Readiness Assessment Plan
 - 5.7.6.1. The Project Operational Readiness Checklist shall identify the personnel responsible for each identified key component.
 - 5.7.6.2. The Project Operational Readiness Checklist shall include a sign-off from the personnel responsible and the date of which the personnel approved/agreed the key component met the requirements and is ready for implementation.

- 5.7.6.3. Contractor shall ensure that each key component within the Project Operational Readiness Checklist has been reviewed and approved prior to delivery by the personnel responsible.
- 5.7.6.4. Contractor shall provide the Operational Readiness Checklist to the Department for review and approval prior to initiating sign-off.
- 5.7.7. Contractor shall provide the Project Operational Readiness Assessment Plan to the Department for review and approval.
 - 5.7.7.1. DELIVERABLE: Project Operational Readiness Assessment Plan
 - 5.7.7.2. DUE: Within five Business Days of initiation of a new project, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.7.8. Contractor shall provide the Signed Operational Readiness Checklist to the Department.
 - 5.7.8.1. DELIVERABLE: Signed Project Operational Readiness Checklist
 - 5.7.8.2. DUE: At a date that is agreed upon by Contractor and the Department and prior to Leadership Review Meeting.
- 5.8. Onboarding Project Work Plan
 - 5.8.1. Contractor shall develop and create an Onboarding Project Work Plan based on consultation with the Department, expectations identified by the Department, and industry standards to ensure that the onboarding of work assigned to Contractor is able to be worked while piloting the program/project.
 - 5.8.2. The Department will provide an outline of key components of the Onboarding Project Work Plan and assist Contractor with identifying stakeholders relevant to the plan.
 - 5.8.3. Contractor shall include a schedule within the Onboarding Project Work Plan to include but not limited to the activities identified for the piloting period.
 - 5.8.4. The Onboarding Project Work Plan shall include information from the Project Transition Work Plan and the Project Operational Readiness Plan.
 - 5.8.5. Contractor shall deliver an Onboarding Work Plan to the Department for review and Approval
 - 5.8.5.1. DELIVERABLE: Onboarding Project Work Plan
 - 5.8.5.2. DUE: Within five Business Days of initiation of a new project, when a change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.9. Operational Team Kick-Off Meeting
 - 5.9.1. Contractor shall work with the Department to schedule the Operational Team Kick-Off Meeting with the appropriate stakeholders.
 - 5.9.2. The Department will provide an outline of key components of each operational deliverable and assist Contractor with identifying stakeholders relevant to the deliverable.
 - 5.9.3. Contractor shall facilitate the Operational Team Kick-Off Meeting.

- 5.9.4. Contractor shall develop an Operational Kick-Off Agenda based on consultation with the Department, expectations identified by the Department, and industry standards to include at minimum:
 - 5.9.4.1. Operational Team organizational structure including lines of communication and reporting relationships
 - 5.9.4.2. Operational deliverable timelines, responsibility, expectations, formats, acceptance criteria's, reviews, and processes
 - 5.9.4.3. Operational meetings and identified stakeholder meetings by Contractor or Department
 - 5.9.4.4. Operational Issues, Risks, Mitigation Strategies and Lessons Learned
 - 5.9.4.5. Any other Operational topics identified by the Department
- 5.9.5. Contractor shall deliver to the Department the Operational Team Kick-Off Agenda for approval
 - 5.9.5.1. DELIVERABLE: Operational Team Kick-Off Agenda
 - 5.9.5.2. DUE: Three Business Days prior to Operational Team Kick-Off Meeting unless written approval from the Department prior to due date.
- 5.9.6. Contractor shall be prepared to discuss at a minimum, the items identified in the Operational Team Kick-Off Agenda.
- 5.9.7. Contractor shall take detailed Operational Team Kick-Off Meeting Minutes with on the items listed in the Operational Team Kick-Off Meeting Agenda and any other topics that were identified in the meeting.
- 5.9.8. Contractor shall deliver to the Department a copy of the Operational Team Kick-Off Meeting Minutes within one Business Day of meeting.
 - 5.9.8.1. DELIVERABLE: Operational Team Kick-Off Meeting Minutes
 - 5.9.8.2. DUE: Within one Business Day of Operational Team Kick-off Meeting unless written approval from the Department prior to due date.
- 5.10. Deliverable & Performance Standard Acceptance Plan
 - 5.10.1. Contractor shall develop and create a comprehensive Deliverable & Performance Measure Acceptance Plan based on consultation with the Department, expectations identified by the Department, and industry standards to level set expectations.
 - 5.10.2. The Department will provide an outline of key components of the Deliverable & Performance Measure Acceptance Plan and assist Contractor with identifying stakeholders relevant to the plan.
 - 5.10.3. Contractor shall deliver the Deliverable and Performance Standard Acceptance Plan within three Business Days after the Operational Team Kick-Off Meeting
 - 5.10.4. DELIVERABLE: Deliverable & Performance Standard Acceptance Plan
 - 5.10.5. DUE: Within three Business Days of kick-off, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.11. Leadership Review Meeting

- 5.11.1. Contractor shall work with the Department to schedule a Leadership Review Meeting with the appropriate stakeholders.
- 5.11.2. The Department will provide an outline of key components of the Leadership Review and assist Contractor with identifying stakeholders relevant to the meeting.
- 5.11.3. Contractor will create Leadership Review materials and an agenda
- 5.11.4. Contractor shall develop a Leadership Review Agenda to include at minimum:
 - 5.11.4.1. Onboarding Project Work Plan
 - 5.11.4.2. Signed Project Operational Readiness Checklist
 - 5.11.4.3. Deliverable & Performance Standard Acceptance Plan
 - 5.11.4.4. Issues, Risks, Mitigation Strategies and Lessons Learned
 - 5.11.4.5. Any other topics identified by the Department
- 5.11.5. Contractor shall deliver to the Department the Leadership Review Agenda for approval
 - 5.11.5.1. DELIVERABLE: Leadership Review Agenda
 - 5.11.5.2. DUE: Three Business Days prior to Leadership Review unless written approval from the Department prior to due date.
- 5.11.6. Contractor shall organize and facilitate the Leadership Review Meeting with the Department and any other stakeholders identified by the Department to discuss, at a minimum, the items identified in the Leadership Review Agenda.
- 5.11.7. Contractor shall deliver to the Department a copy of the Leadership Review Minutes which shall include information provided in the meeting and identified in the Leadership Review Agenda and during the meeting.
 - 5.11.7.1. DELIVERABLE: Leadership Review Meeting Minutes
 - 5.11.7.2. DUE: Within one Business Day of Leadership Review Meeting unless written approval from the Department prior to due date.

6. MAINTENANCE & OPERATIONS

- 6.1. The Maintenance and Operations will begin when the Program Onboarding Project Plan Schedule has been executed.
- 6.2. Monthly Status Meeting Agenda/Meeting Minutes or Status Record
 - 6.2.1. Contractor's Key Personnel and any other Stakeholder approved by the Department shall attend a Monthly Status Meeting.
 - 6.2.2. The Monthly Status Meeting shall be held the second Monday of the month if on or after the 9th day of the month. If the second Monday of the month falls on or before the 9th day of the month, the monthly meeting will be held on the third Monday of the month unless otherwise determined by the Department.
 - 6.2.3. Each Monthly Status Meeting will produce at a minimum an Agenda and Meeting Minutes; or in lieu of a Monthly Status Meeting/ Meeting Minutes and with Department approval, a Status Record that contains at minimum, the items expectations identified in the Operational Team Kick-Off Meeting may be submitted.

- 6.2.4. Contractor shall be prepared to discuss at minimum any items identified by the Department, information found in the Monthly Performance Report, including but not limited to expectations identified in the Operational Team Kick-Off Meeting
- 6.2.5. Monthly Status Meeting Agenda
 - 6.2.5.1. The Department will provide an outline of key components of the Monthly Status Meeting Agenda.
 - 6.2.5.2. Contractor shall include information found in the Monthly Performance Report into the Agenda.
 - 6.2.5.3. Contractor shall create and provide a comprehensive Monthly Status Meeting Agenda to identified stakeholders based on the expectations identified by the Department, in the Operational Team Kick-Off Meeting, and industry standards.
 - 6.2.5.4. The Monthly Status Meeting Agenda shall contain at a minimum, date and time of meeting, names of invited attendees, names of participating attendees, and all expectations identified in the Operational Team Kick-Off Meeting.
 - 6.2.5.5. The Monthly Status Meeting Agenda will contain any request to cancel a meeting, date approved, approver, and reason to have a Status Record in lieu of that meeting.
 - 6.2.5.6. Submission of the Monthly Status Meeting Agenda shall be provided to the Department at least two Business Days prior to the scheduled meeting and should contain at a minimum, information related to the items Contractor shall be prepared to discuss.
- 6.2.6. Contractor shall deliver the Meeting Agenda to the Department for review and approval.
 - 6.2.6.1. DELIVERABLE: Monthly Status Meeting Agenda
 - 6.2.6.2. DUE: At least two Business Days prior to Monthly Status Meeting unless written approval from the Department prior to due date.
- 6.3. Monthly Status Meeting Minutes
 - 6.3.1. Contractor shall take detailed Monthly Status Meetings Minutes with detailed information on the items listed in the Monthly Status Meeting Agenda and any other topics that were identified in the meeting.
 - 6.3.2. Contractor shall make updates to the prior Monthly Status Meeting Minute action items status.
 - 6.3.3. Contractor shall provide the Monthly Status Meeting Minutes to the Department for review and approval within three Business Days of the meeting.
 - 6.3.3.1. DELIVERABLE: Monthly Status Meeting Minutes
 - 6.3.3.2. DUE: Within three Business Days of Monthly Status Meeting unless written approval from the Department prior to due date.
- 6.4. Monthly Status Record
 - 6.4.1. With Department Approval, the Department will accept a Monthly Status Record in lieu of a Monthly Status Meeting and Monthly Status Minutes Deliverable.
 - 6.4.2. The Department will provide an outline of key components of the Monthly Status Record.

- 6.4.3. Cancellation of a Status Meeting shall be requested through the Monthly Status Agenda and submitted to the Department at a minimum of two days prior to the Status Meeting. This gives the Department opportunity to accept or deny the request via email communication.
- 6.4.4. Emergency cancelations of the Status Meeting will be addressed on a case-by-case basis and determined how to proceed by the Department.
- 6.4.5. A Monthly Status Record used in lieu of a Monthly Status Meeting and Minutes, with Department approval, shall follow industry standards and include at minimum:
 - 6.4.5.1. Date of record, reason for not having the meeting, Date of request, Department approval documentation, Detailed information on all items listed in the Monthly Status Meeting Agenda.
- 6.4.6. Submission of a Monthly Status Record in lieu of a Monthly Status Meeting Minutes shall be provided to the Department for review and approval on the scheduled day for the Monthly Status Meeting.
 - 6.4.6.1. DELIVERABLE: Monthly Status Record
 - 6.4.6.2. DUE: On the day of the scheduled Monthly Status Meeting
- 6.5. Ad Hoc Meetings
 - 6.5.1. While the Department will try and provide prior notice of requests for Ad Hoc Meetings, Contractor acknowledges that some requests may arise without prior notice.
 - 6.5.2. Contractor shall produce Ad Hoc Meeting Minutes within the amount of time determined by the Department.
 - 6.5.3. At the discretion of the department, Contractor shall do the following for Ad Hoc Meetings:
 - 6.5.3.1. Gather and provide Agenda Items to stakeholders prior to the meeting
 - 6.5.3.2. Document subject and date of the Ad Hoc Meeting
 - 6.5.3.3. Document discussion within the Ad Hoc Meeting Minutes
 - 6.5.3.4. Document any technical information and/or decisions
 - 6.5.3.5. Document any issues, risks, lessons learned in meeting minutes
 - 6.5.3.6. Document any action items and their status in meeting minutes
 - 6.5.3.7. Deliver Ad Hoc Meeting Minutes to the Department within five days of completion of the meeting
 - 6.5.3.8. Contractor shall deliver the Ad Hoc Meeting Minutes to the Department for review and approval.
 - 6.5.3.8.1. DELIVERABLE: Ad Hoc Meeting Minutes
 - 6.5.3.8.2. DUE: Unless specified by the Department, within Three Business Days of Ad Hoc Meeting

7. OPC OPERATIONS/ADMINISTRATION

7.1. Operations Schedule

- 7.1.1. Each of Contractor's OPC Sites shall be open and available, at a minimum, from 8:00 a.m. to 5:00 p.m. each Business Day, unless the Department provides prior written approval for other hours or closures.

- 7.1.2. Each of Contractor's OPC Sites shall have an OPC Operation Schedule that includes at minimum, working Business hours and planned closed business days and/or holidays.
- 7.1.3. Contractor shall deliver the OPC Operation Schedule to the Department for review and approval.
 - 7.1.3.1. DELIVERABLE: OPC Operation Schedule
 - 7.1.3.2. DUE: Within five Business Days of when change occurs and by the request of the Department, unless written approval from the Department prior to due date.
- 7.2. Customer Service
 - 7.2.1. Customer Service Schedule
 - 7.2.1.1. Contractor shall have and maintain sufficient toll-free and toll-bearing lines to receive calls from Clients and other interested parties.
 - 7.2.1.2. Contractor shall provide the assistance of live phone operators during all hours in which any of Contractor's OPC Site are conducting business for all Eligibility Sites.
 - 7.2.1.3. Contractor shall provide a voice messaging system that is available at all times when a live phone operator is not available to receive calls.
 - 7.2.1.4. Contractor shall provide both translation services and telecommunications services for the deaf to Clients and other callers who do not speak English or who are deaf or hard of hearing.
 - 7.2.1.5. Contractor shall deliver a Customer Service Schedule to include the following: Toll Fee and Toll-free bearing line numbers, Messaging System Name/Type, and the Hours of Operation for lines and messaging systems.
 - 7.2.1.6. Contractor shall deliver the Customer Service Schedule to the Department for review and approval.
 - 7.2.1.6.1. DELIVERABLE: Customer Service Schedule
 - 7.2.1.6.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
 - 7.2.2. Site Locations
 - 7.2.2.1. Contractor shall provide the Department with a list of all of the Site Locations it will operate, including the physical address, telephone number and name of the person responsible for operations at each Site.
 - 7.2.2.2. In the event that Contractor desires to add an additional Site Location, Contractor shall provide its request to the Department in writing.
 - 7.2.2.3. Contractor's request shall include the following information for each additional Site Location it requests:
 - 7.2.2.3.1. The rationale for adding the Site Location, including the populations or communities that will benefit for the addition.
 - 7.2.2.3.2. The proposed Site Location.
 - 7.2.2.3.3. How Contractor will fund the new Site Location.

- 7.2.2.3.4. Any other information requested by the Department related to the additional Site Location.
- 7.2.2.4. Contractor shall not add additional Site Locations without the prior written consent of the Department. Contractor may only begin operations out of an additional Site Location after the Department has provided prior written approval.
- 7.2.2.5. Contractor shall update its Site Location List when there is an approved change to the Site Location (s).
- 7.2.2.6. Contractor shall deliver a Site Location list to the Department for review and approval.
- 7.2.2.6.1. DELIVERABLE: Site Location List
- 7.2.2.6.2. DUE: Within five Business Days of effective date of Contract, when an approved change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 7.3. Operational Staffing Plan
 - 7.3.1. Contractor shall create an Operational Staffing Plan by leveraging any Transitional Staffing Plans and include, at a minimum:
 - 7.3.1.1. Introduction/Overview
 - 7.3.1.2. Purpose
 - 7.3.1.3. Positions, Roles and Responsibilities
 - 7.3.1.4. Trainings & Certifications
 - 7.3.1.5. Communication Channels
 - 7.3.1.6. Issues, Risks, Mitigation Strategies & Lessons Learned
 - 7.3.1.7. Contingency Plans
 - 7.3.1.8. Version Control
 - 7.3.1.9. Approval
 - 7.3.1.10. An overview of what work is being done, how many people are needed to operate the Overflow Processing Center ongoing (Key Personnel and Other Personnel), what skills and experience worker levels need, any redundancies, and what gaps may need to be filled.
 - 7.3.1.11. Adequate staffing and infrastructure to execute the work outlined in this contract for the purpose of operating the Overflow Processing Center; specifically, to receive and process Eligibility Determination work assigned.
 - 7.3.2. If no changes are needed, contractor may submit the last approved Operational Staffing Plan, stating no changes in the version control when submitting.
 - 7.3.3. Contractor shall provide the Operational Staffing Plan to the Department for review and approval.
 - 7.3.3.1. DELIVERABLE: Operational Staffing Plan
 - 7.3.3.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.

7.4. Overflow Processing Center (OPC) Policy and Procedure Manual

- 7.4.1. Contractor shall develop and create an OPC Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract with Consultation by the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 7.4.2. The contractor shall create an OPC Policy and Procedure Manual to include but not limited to the following:
 - 7.4.2.1. Employee procedures
 - 7.4.2.2. Employee policies
 - 7.4.2.3. Federal, State, and County Requirements
 - 7.4.2.4. Training expectations
 - 7.4.2.5. Work from home policies
 - 7.4.2.6. Communication Plan (Exhibit)
 - 7.4.2.7. OPC Quality Assurance Plan (Exhibit)
 - 7.4.2.8. Business Continuity Plan (Exhibit)
 - 7.4.2.9. Workplace Guidelines
 - 7.4.2.10. Code of Conduct
 - 7.4.2.11. Technology Usage Procedures
- 7.4.3. Contractor shall prepare all documents, forms, training materials, and any other documents, information and protocols that are necessary for Contractor to begin work.
- 7.4.4. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to implementing such documents.
- 7.4.5. Contractor shall update its OPC Policy and Procedures Manual prior to implementing any change as directed by the Department or internally by Contractor.
- 7.4.6. Contractor shall review its OPC Policy and Procedures Manual at minimum, on an annual basis to determine if any changes are needed.
 - 7.4.6.1. If a change is needed, Contractor shall submit an updated OPC Policy and Procedures Manual that contains all changes from the most recently submitted and approved OPC Policy and Procedures Manual or shall note no changes needed within the version control.
- 7.4.7. The Department may request a change to the OPC Policy and Procedures Manual at any time to account for any changes needed. Contractor shall modify the OPC Policy and Procedures Manual as directed by the Department and submit an updated Communication Plan containing all changes directed by the Department.
- 7.4.8. Contractor shall deliver the OPC Policy and Procedures Manual to the Department for review and approval.
 - 7.4.8.1. **DELIVERABLE: OPC Policy and Procedure Manual**

- 7.4.8.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.

8. TRAINING

8.1. Department Training

- 8.1.1. Contractor agrees to provide the Department a separate office and a training room.
- 8.1.2. Contractor agrees for the Department to utilize the office and training room at the sole discretion of the Department.
- 8.1.3. Contractor will work with the Department to coordinate physical logistics as pertains to training.
- 8.1.4. The Department will provide training to Contractor on program policies and procedures. This training may include but not limited to any of the following topics:
 - 8.1.4.1. Audits
 - 8.1.4.2. The CBMS
 - 8.1.4.3. EDMS
 - 8.1.4.4. CHP+
 - 8.1.4.5. Medicaid
 - 8.1.4.6. PEAK
- 8.1.5. Contractor shall ensure that the appropriate staff attend all training provided by the Department, as necessary for Contractor to perform the Work or as directed by the Department.

8.2. Contractor Training

- 8.2.1. Contractor shall work with the Department's Program/Contract Manager and OPC Trainer to provide training on all knowledge, skills, and abilities necessary for the attendees to perform the Work, including training on systems such as but not limited electronic document management systems.
- 8.2.2. Contractor shall provide training on all Federal and State laws, regulations, and rules necessary for its staff members to perform the Work.
- 8.2.3. Contractor shall provide training related to privacy, security, and any identified requirements of the Department in addition to all other topics covered in the training sessions.
- 8.2.4. Contractor shall not allow any of Contractor's staff members to process a case for a Member prior to that staff member completing all required training for that staff member's role.

8.3. Training Plan

- 8.3.1. Contractor shall develop a comprehensive Training Plan based on consultation from the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 8.3.2. Contractor shall not allow any of Contractor's staff members to process a case for a Member prior to that staff member completing all required training described in the training plan for that staff member's role.

- 8.3.3. If a change occurs or upon request by the Department, Contractor shall make required updates to its Training Plan.
- 8.3.4. Contractor shall include but is not limited to the following for each of the identified trainings by the Departments Program/Contract Manager or OPC Trainer:
 - 8.3.4.1. Purpose & Scope
 - 8.3.4.2. Assumptions & Constraints
 - 8.3.4.3. Roles & Responsibilities
 - 8.3.4.4. Requirements
 - 8.3.4.5. Strategy (Sources, Method, Dependencies, & Limitations)
 - 8.3.4.6. Resources (Material, Staffing, Equipment, & Environment)
 - 8.3.4.7. Schedule
 - 8.3.4.8. Evaluation (Confirm/Documentation of Completion)
 - 8.3.4.9. Security
 - 8.3.4.10. Update (Material, Staffing, Equipment, & Environment)
- 8.3.5. Contractor shall deliver its Training Plan to the Department for review and approval.
 - 8.3.5.1. DELIVERABLE: Training Plan
 - 8.3.5.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.

9. OPC WORK ACCEPTANCE

- 9.1. Contractor shall work with the Department and Eligibility Sites to set up each Eligibility Site's electronic management system and workflow to transfer cases and case documentation to and from the Eligibility Site.
- 9.2. Contractor shall develop and create a comprehensive Eligibility Site Processing Guide based on consultation with the Department, expectations identified by the Department, and industry standards to address the procedures needed to accept cases and case documentation from each Eligibility Site.
- 9.3. The Eligibility Site Processing Guide shall include the following components for each Eligibility Site, but not limited to:
 - 9.3.1. Purpose
 - 9.3.2. Scope
 - 9.3.3. Definition/Acronyms
 - 9.3.4. Written Procedures (process metrics, requirements, related processes, etc.)
 - 9.3.5. Process Tables and/or Workflows (step in process, responsible party, action steps)
 - 9.3.6. Reference Tools (checklists, forms, etc.)
 - 9.3.7. Version Control
 - 9.3.8. Approval

- 9.4. These written procedures shall include clear processes from Department assignment until OPC closes out the work.
- 9.5. These written procedures shall address, but is not limited to, all of the following:
 - 9.5.1. How Contractor will share Work Order Logs with the Department and Eligibility Sites
 - 9.5.2. How Contractor will track when a case is received, processed, and returned.
 - 9.5.3. How Contractor will review all applicant/recipient correspondence and documentation for accuracy.
 - 9.5.4. How Contractor will ensure that cases that do not meet the acceptance criteria are returned to the Eligibility Site.
 - 9.5.5. How Contractor will request missing or incomplete information from Eligibility Sites.
 - 9.5.6. How Contractor will update the Eligibility Site on the status of the work.
 - 9.5.7. How Contractor will close out a work order
 - 9.5.8. How Contractor will file and archive all work order.
- 9.6. Contractor shall deliver the Eligibility Site Processing Guide to the Department for review and approval.
 - 9.6.1. DELIVERABLE: Eligibility Site Processing Guide
 - 9.6.2. DUE: Within ten Business Days of implementing a new Eligibility Site, when change occurs for an Eligibility Site, and by the request of the Department unless written approval from the Department prior to due date.
- 9.7. Work Order Log
 - 9.7.1. The Department will provide a Work Order Log to be utilized by Contractor and Eligibility Sites.
 - 9.7.2. The Department will update the Work Order Log Template and its data fields as needed.
 - 9.7.3. The Eligibility Site will provide their portion of the Work Order Log to the Department and Contractor.
 - 9.7.4. Contractor shall complete all applicable data fields within the log as Contractor completes the work.

10. ELIGIBILITY PROCESSING

- 10.1. All functions associated with the Overflow Processing Center (OPC) must be located in Prowers County, Colorado.
- 10.2. Contractor shall data entry and process all Medical Assistance Eligibility Determinations assigned by the Department which shall include but not limited to applications, renewals, redeterminations, and/or changes of Colorado Medical Assistance programs.
- 10.3. Contractor shall use CBMS, EDMS, PEAK Inbox, and any other identified system or application to perform all work associated to the Eligibility Determination of cases assigned and in accordance with all pertinent federal and state statues, regulations, rules, procedures, manuals, memos, Department agency letters, and any other direction given by the Department.
- 10.4. Any person filling a staffing role must meet state guidelines and shall not perform any work prior to Department approval.

- 10.5. All work shall be filed and archived in a manner that ensures that all PHI and PII is protected from unauthorized disclosure.
- 10.6. All work shall be retrievable in an electronic format and in timeframes as approved by the Department.
- 10.7. If at any time during the term of this Contract the Department determines that it is in the best interest of the Department to temporarily suspend all processing or any part of the work, the Department will provide notice to Contractor in writing of that suspension. Upon receipt of such notice, Contractor shall immediately comply with the notice and stop all Work as described in the notice.
- 10.8. Medical Assistance Program Processing Guide
 - 10.8.1. Contractor shall develop and create a comprehensive Medical Assistance Program Processing Guide based on consultation with the Department, expectations identified by the Department, and industry standards to address the procedures needed to process all Colorado Medical Assistance Eligibility Determinations Contractor receives.
 - 10.8.2. Medical Assistance Program Processing Guide shall include the following components, but not limited to:
 - 10.8.2.1. Purpose
 - 10.8.2.2. Scope
 - 10.8.2.3. Definition/Acronyms
 - 10.8.2.4. Written Procedures (process metrics, requirements, related processes, etc.)
 - 10.8.2.5. Process Tables and/or Workflows (step in process, responsible party, action steps)
 - 10.8.2.6. Reference Tools (checklists, forms, etc.)
 - 10.8.2.7. Version Control
 - 10.8.2.8. Approval
 - 10.8.3. These written procedures shall include clear processes, from initial assignment from the Department until Contractor has closed out the assignment.
 - 10.8.4. These written procedures shall address the processing of Eligibility Determinations such as applications, redeterminations, recertifications, renewals, and any other work assigned by the Department for Colorado Medical Assistance Eligibility Determinations.
 - 10.8.5. These written procedures shall address, but is not limited to, all of the following:
 - 10.8.5.1. How Contractor will process Colorado Medical Assistance Eligibility Determinations from different Eligibility Sites to include their electronic document management system and/or electronic submission, paper application, and workflow.
 - 10.8.5.2. How Contractor will ensure that all received cases are properly date-stamped to document when cases and/or supporting documentation was received by Contractor from the Eligibility Site they are assisting.
 - 10.8.5.3. How Contractor will request missing or incomplete information from applicants, recipients, and/or Eligibility Sites, including methods of communication and timelines.
 - 10.8.5.4. How Contractor will review all applicant/recipient correspondence and documentation for accuracy.

- 10.8.5.5. How Contractor will quality ensure that all information is entered accurately.
- 10.8.5.6. How Contractor will determine if the applicant is eligible for any Medical Assistance Program and notify that applicant within the appropriate timeframes of its determination.
- 10.8.5.7. How Contractor will transfer each electronic case file back to the Eligibility Site that will provide ongoing case management for that case.
- 10.8.5.8. How Contractor will communicate with the Eligibility Site they are assisting, including the status of the work being performed to the Eligibility Site and the Department.
- 10.8.5.9. How Contractor will file and archive all work.
- 10.8.5.10. How Contractor will address technical issues with all systems it utilizes to make an Eligibility Determination.
- 10.8.6. The Medical Assistance Program Processing Guide shall include the Dispute Resolution and Formal Appeal Procedure, Fraud Procedure, the NVRA Procedure, and ACP Procedure as part of their procedures and shown as exhibits.
- 10.8.7. Contractor shall deliver the Medical Assistance Program Processing Guide to the Department for review and approval.
 - 10.8.7.1. DELIVERABLE: Medical Assistance Program Processing Guide
 - 10.8.7.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 10.9. Eligibility Determination
 - 10.9.1. Contractor shall process all Colorado Medical Assistance Eligibility Determinations within the assigned time that was given by the Department or agreed upon when accepting work from an Eligibility Site.
 - 10.9.2. Contractor shall determine eligibility for an applicant/recipient in accordance with federal and state rules and regulation. Current rules and regulations are located at the following address: <https://hcpf.colorado.gov/departments-program-rules-and-regulations>
 - 10.9.2.1. If Contractor makes an update to an electronic case file that influences the existing assistance programs, related to the CBMS on the case, Contractor shall note the case comments and notify the Eligibility Site.
 - 10.9.3. Contractor shall make all updates to electronic case files within One (1) Business Day following Contractor's receipt of the information that caused the case update.
 - 10.9.4. Contractor shall notify each Eligibility Site of updates to electronic case files for cases for which that Eligibility Sites is providing ongoing case management within One (1) Business Day following when it makes the change to that electronic case file.
 - 10.9.5. Contractor shall utilize the CBMS to determine whether each applicant/recipient and its household who submits a Colorado Medical Assistance Eligibility Determination is eligible for participation in a Medical Assistance Program.
 - 10.9.6. Contractor shall report all System Errors it encounters to the OIT Service Desk, using the process established by the CBMS/EDMS and document the System Error in the case comments.

- 10.9.6.1. In the event any System Error will result in Contractor failing to meet performance standards in this contract, Contractor shall notify the OPC Program/Contract Manager at the Department of the System Error and its impact on Contractor's ability to meet those performance standards.
- 10.9.7. In the event Contractor receives a Colorado Medical Assistance Eligibility Determination for a Medical Assistance Program that Contractor is unable to process per guidelines agreed upon with the Department, Contractor shall notify the Program/Contract Manager at the Department and the originating Eligibility Site with information to why the Eligibility Determination is being returned.
 - 10.9.7.1. Contractor shall return the Eligibility Determination to the appropriate Eligibility Site within the timeframe given by the Department for the reason of the return.
 - 10.9.7.2. Contractor shall not be responsible for the completion of any Colorado Medical Assistance Eligibility Determination once it has returned that Eligibility Determination to the appropriate Eligibility Site.
 - 10.9.7.3. In the event Contractor receives any supporting documentation or information from any source related to a Colorado Medical Assistance case that is not assigned to Contractor, then Contractor shall ensure the documentation is given to the appropriate Eligibility Site within the timeframe given by the Department for the type of documentation.
 - 10.9.7.3.1. Contractor shall not be responsible for the processing of any supporting documentation or information if not assigned to Contractor or has been moved back to the Eligibility Site.
- 10.9.8. Case Updates
 - 10.9.8.1. Contractor shall update each applicant/recipient's electronic case file based on information it receives from Eligibility Sites, recipients, applicants, the PEAK Inbox, or other authorized individuals, systems, or entities.
 - 10.9.8.2. Updates to a case file may include, but is not limited to, all of the following:
 - 10.9.8.2.1. Adding a recipient(s)/applicant(s) to an existing case file.
 - 10.9.8.2.2. Deleting a recipient(s)/applicant(s) from an existing case file.
 - 10.9.8.2.3. Making changes to the recipient (s)/applicant(s)'s other insurance.
 - 10.9.8.2.4. Making changes to the recipient (s)/applicant(s) contact information, such as changes of address or telephone numbers.
 - 10.9.8.2.5. Making changes to any other information shown in the electronic case file that is reported by the recipient (s)/applicant(s) as being different from the information contained in that electronic case file.
- 10.10. Dispute Resolution and Formal Appeals
 - 10.10.1. For purposes of Section 10 CCR 2505-10 8.057.3.F (copied below), Contractor is a "service agency" and shall participate in the dispute resolution and formal appeal process for all determinations of eligibility that have been completed and have not been transferred or transmitted to the recipient/applicant's county of residence for further determinations.
 - 10.10.2. Contractor shall follow the procedures of the dispute resolution as set forth in 10 C.C.R. 2505-10 8.057.3.F.

- 10.10.3. Opportunity for County or Service Agency Dispute Resolution Conference. In addition to the opportunity for a hearing, an applicant/recipient shall have an opportunity to have their approval, denial, termination, suspension, or reduction of Medicaid benefits resolved through an informal dispute resolution conference. County and service agencies shall afford recipients the opportunity for informal dispute resolutions as follows:
 - 10.10.3.1. An applicant/recipient who disagrees with a decision regarding their eligibility may request dispute resolution either in writing or by phone within 60 calendar days of the eligibility determination date listed on the Notice of Action (NOA). If available through the County or service agencies, applicants/recipients may use email to make a request.
 - 10.10.3.2. Within 10 calendar days after receipt of the request for dispute resolution the County or service agency, after a review of the case by for accuracy and completeness, shall notify the applicant/recipient, in writing, of the date, time, and location of the conference. The notification shall also include the applicant/recipient's rights to a state level appeal and a deadline date for requesting such an appeal.
- 10.10.4. Contractor shall provide the Dispute Resolution Outcome to the Department for review and approval.
 - 10.10.4.1. DELIVERABLE: Dispute Resolution Outcome
 - 10.10.4.2. DUE: Written outcome of the disputes, appeals, and conferences are due within 10 Business Days of the resolution.
- 10.10.5. Within 10 Calendar Days after receipt of the request for dispute resolution the County or service agency, after a review of the case by for accuracy and completeness, shall notify the applicant/recipient, in writing, of the date, time, and location of the conference. The notification shall also include the applicant/recipient's rights to a state level appeal and a deadline date for requesting such an appeal.
- 10.10.6. The County or service agency shall hold the conference within no more than 25 calendar days from the date the request was received unless both parties agree, in writing, to extend the date of the conference.
- 10.10.7. The applicant/recipient shall have the choice to have the dispute conference held in person or by phone.
- 10.10.8. The dispute resolution conference facilitator shall, within Three Business Days, notify the applicant/recipient of the finding from the conference via U.S. Mail.
- 10.10.9. If the finding is that the dispute has been resolved and the applicant/recipient has already filed an appeal, the County or service agency shall inform the applicant or recipient of the process for dismissing the appeal.
- 10.10.10. If an applicant/recipient files a formal appeal regarding Contractor's determination of that applicant/recipient's eligibility for Medical Assistance Programs, and the case has not been transferred or transmitted to the applicant/recipient's county of residence for further determinations, Contractor shall be the responsible party, attending all administrative hearings associated with that appeal and providing all appropriate testimony, documentation and other evidence to defend Contractor's determination of that applicant/recipient's eligibility.
- 10.10.11. If an applicant/recipient files a formal appeal and the case is now assigned to the county of residence, the county of residence may call upon the service agency who completed the initial

application to attend the administrative hearing and provide appropriate testimony, documentation and other evidence to defend Contractor's determination of that applicant/recipient's eligibility.

- 10.10.12. If an applicant/recipient appeals a determination made by Contractor regarding eligibility in CHP+, Contractor shall provide, within Seven Business Days following Contractor's receipt of the request for that information, all necessary documentation and other evidence to the Department contractor responsible for the administration of CHP+, as directed by the Department.
- 10.10.12.1. Contractor shall ensure all CHP+ eligibility documentation and evidence delivered within seven Business Days.
- 10.10.13. Contractor shall develop a written procedure for implementing the requirements of the Dispute Resolution and Formal Appeal set forth in 10 C.C.R. 2505-10 8.057.3.F and specified in section 10.10 and deliver it to the Department for review and approval.
- 10.10.13.1. DELIVERABLE: Dispute Resolution and Formal Appeal Procedure
- 10.10.13.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 10.10.14. The Dispute Resolution and Formal Appeal Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.

10.11. Fraud

10.11.1. Provider Fraud

- 10.11.1.1. Contractor must notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.
- 10.11.1.2. Upon identification or suspicion of possible Provider Fraud, Contractor must complete Contractor Suspected Fraud Written Notice Form provided by the Department.
- 10.11.1.2.1. For each incident of identified or suspected Provider Fraud, Contractor must provide at minimum, the following:
 - 10.11.1.2.1.1. Written documentation of the findings.
 - 10.11.1.2.1.2. Information on any verbal or written reports.
 - 10.11.1.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
 - 10.11.1.2.1.4. Information on the identification of any affected claims that have been discovered.
 - 10.11.1.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 10.11.1.2.1.6. Any additional information as required by the Department.
- 10.11.1.3. For each incident of identified or suspected Provider Fraud, Contractor must deliver the completed Contractor Suspected Fraud Written Notice Form and Additional Documentation to the Department and the MFCU.

- 10.11.1.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form and Additional Documentation
- 10.11.1.3.2. DUE: Within Three Business Days following the initial discovery of the Fraud or suspected Fraud
- 10.11.1.4. Contractor must revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
- 10.11.1.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 10.11.1.4.2. DUE: Within Three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 10.11.2. Recipient/Applicant Fraud
 - 10.11.2.1. Upon identification or suspicion of possible recipient/applicant of fraudulent activity related to any Medical Assistance Program, Contractor must complete a Suspected Fraudulent Activity Report for each incident of suspected fraudulent activity which must include, at minimum the following:
 - 10.11.2.1.1. The name and other identifying information of the recipient/applicant suspected of fraud including the recipient/applicant's State ID number, county, and date of birth.
 - 10.11.2.1.2. A description of the specific information that caused Contractor to suspect fraudulent activity, including a chronology of Contractor actions and any verbal and/or written reports related to the suspected fraudulent activity
 - 10.11.2.1.3. If applicable, information on the identification of any affected claims that have been discovered and any claims data reports associated.
 - 10.11.2.1.4. Any additional information as required by the Department.
 - 10.11.2.2. Contractor must complete Contractor Suspected Fraud Written Notice Form provided by the Department for each incident of identified or suspected recipient/applicant fraud.
 - 10.11.2.3. Contractor must deliver the Suspected Fraudulent Activity Report, the Suspected Fraud Written Notice Form, and any additional documentation to the Department at hcpf_report.clientfraud@state.co.us or at such other email address as provided by the Department from time to time. Contractor must carbon copy the originating Eligibility Sites point of contact.
 - 10.11.2.3.1. DELIVERABLE: Suspected Fraudulent Activity Report Completed and Contractor Suspected Fraud Written Notice Form
 - 10.11.2.3.2. DUE: Within three Business Days following the initial discovery of the suspected Fraud, Department request, unless the Department provides prior written approval for a different period.
 - 10.11.3. Contractor shall develop and create a comprehensive Medical Assistance Fraud Procedure based on expectations identified by the Department and industry standards to address the procedures needed to process all Medical Assistance suspected fraud of a provider, applicant, and or recipient.
 - 10.11.4. The Fraud Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.

- 10.11.4.1. DELIVERABLE: Fraud Procedure
- 10.11.4.2. DUE: Within five Business Days of when change occurs and by the request of the Department, unless written approval from the Department prior to due date.
- 10.12. National Voter Registration Act (NVRA)
 - 10.12.1. Contractor must follow NVRA rules. NVRA Agency Information can be found on the Colorado Secretary of State Site located here:
<https://www.sos.state.co.us/pubs/elections/NVRA/NVRAHome.html>
 - 10.12.2. Contractor shall develop a written procedure for implementing the requirements of the NVRA. This procedure shall include, but is not limited to, all of the following:
 - 10.12.2.1. A process for reporting all voter registration activities, including, but not limited to, all of the activities described in this Section 2.15.
 - 10.12.2.2. How Contractor will distribute mail voter registration forms.
 - 10.12.2.3. How Contractor will aid recipients/applicants in completing voter registration forms, including a description of the type of assistance Contractor will provide and how Contractor will allow recipients/applicants to refuse assistance and document that refusal.
 - 10.12.2.4. How Contractor will accept completed voter registration forms for transmission to the proper county clerk and recorder.
 - 10.12.2.5. How Contractor will comply with all other aspects of the NVRA.
 - 10.12.3. Upon request by the Department, or whenever changes to NVRA requirements require a modification, Contractor shall update its NVRA Procedures and deliver to the Department for review and approval of such changes.
 - 10.12.3.1. DELIVERABLE: NVRA Procedure
 - 10.12.3.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
 - 10.12.4. Contractor shall respond to all monthly surveys regarding voter registration issued by the Colorado Secretary of State, such as but not limited to, those issued through the Survey Monkey online tool.
 - 10.12.5. Contractor shall respond to all these surveys by the 15th Business Day of the month following the month in which the survey was made available.
 - 10.12.6. Contractor shall provide training related to the NVRA to all of its staff performing any functions under this Contract. This shall include providing refresher training to existing staff on at least an annual basis, or more frequently if changes require additional training or if the Department requests that Contractor provide more frequent training.
 - 10.12.7. The training provided by Contractor shall include all information as provided on the Colorado Secretary of State's website related to the NVRA. Contractor shall use the training as provided on that website without modification unless the Department has provided prior written approval for the change.
 - 10.12.8. In the event that Contractor has any questions or needs any additional information related to voter registration, Contractor shall contact the Colorado Secretary of State's Office directly to get answers to it questions and obtain that additional information.

- 10.12.9. The NVRA Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.
- 10.13. Address Confidentiality Program (ACP) Procedure
 - 10.13.1. Contractor must follow ACP rules and guidance detailed by the Colorado Division of Central Services located here: <https://dcs.colorado.gov/acp/acp-rules-statutes>
 - 10.13.2. Contractor shall not allow any of Contractor's staff members to process any Colorado Medical Assistance Eligibility Determination prior to that staff member completing training on the ACP.
 - 10.13.3. Contractor shall not use the real address of any Client in any communication or documentation, except as allowed by the ACP.
 - 10.13.4. Contractor shall obtain special CBMS access to confidential cases for each of Contractor's staff that will work on cases for Clients in the ACP.
 - 10.13.5. Contractor shall justify the business need for each of its staff members for whom it requests CBMS access to confidential cases.
 - 10.13.6. Contractor's staff shall only use the ACP address in the CBMS and not the recipient/applicant's real address.
 - 10.13.7. Contractor shall include all special indicators for an ACP case in the CBMS as directed by the Department.
 - 10.13.8. Contractor shall comply with all letters and other formal direction provided by the Department for the State related to the ACP.
 - 10.13.9. Contractor shall develop a written procedure (ACP Procedure) for implementing the requirements of the ACP and shall include at minimum, the following:
 - 10.13.9.1. How Contractor will ensure that all of Contractor's staff have completed all training, as provided or directed by the Department, relating to the ACP prior to processing any Colorado Medical Assistance Application.
 - 10.13.9.2. How Contractor will ensure that all of Contractor's staff attend all training, as provided or directed by the Department, relating to the ACP and ensure that all of Contractor's staff has received up-to-date training related to the ACP.
 - 10.13.9.3. How Contractor will implement special procedures to minimize the exposure of the actual address of recipients/applicants in the ACP. These special procedures shall include, at minimum, all of the following:
 - 10.13.9.3.1. Keeping all paper files related to recipients/applicants in the ACP in a locked cabinet, with access limited only to those of Contractor's staff members designated to work on cases for recipients/applicants s in the ACP.
 - 10.13.9.3.2. Designating a limited number of Contractor's staff members to work on cases for recipients/applicants in the ACP and prohibiting other staff members from working on those cases or accessing the information contained in those cases.
 - 10.13.9.4. How Contractor will ensure that only the ACP address is used whenever Contractor is required to use an address and that the recipients/applicants' real address is not used.
 - 10.13.9.5. How Contractor will assign and replace individuals designated as the ACP Liaison and backup.

- 10.13.10. Upon request by the Department, or whenever changes to ACP requirements require a modification, Contractor shall update its ACP Plan and deliver to the Department for review and approval of such changes.
- 10.13.11. Contractor shall deliver its written ACP Plan for implementing the requirements of the ACP to the Department for review and approval.
 - 10.13.11.1. DELIVERABLE: ACP Procedure
 - 10.13.11.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date
- 10.13.12. The ACP Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.
- 10.14. OIT Service Desk
 - 10.14.1. Contractor shall contact the OIT Service Desk to resolve any CBMS/EDMS issues and problems that are not able to be resolved using the CBMS/EDMS knowledge base resource, other documentation available regarding the CBMS/EDMS, or the expertise of Contractor's own staff.
 - 10.14.2. In the event that Contractor encounters difficulty obtaining a resolution to an issue that it submitted to the CBMS/EDMS, Contractor may contact the Department to request help facilitating a resolution.

11. OVERSIGHT AND ACCOUNTABILITY

- 11.1. Contractor shall comply with the Department's Oversight and Accountability Program performance measures and standards.
- 11.2. Guidance for the Oversight and Accountability Program will be issued through Memo, State Level QA Reviews, and Internal QA Reviews. Contractor shall comply with all listed guidance.
- 11.3. In the event that the Department determines that Contractor is not meeting any requirement or performance standard in this Contract, Contractor shall develop a Corrective Action Plan (CAP).
- 11.4. Each CAP shall contain all the following:
 - 11.4.1. A description of all requirements and performance standards that Contractor is not meeting, as identified by the Department.
 - 11.4.2. A description of all activities Contractor will undertake to meet all unmet requirements and performance standards.
 - 11.4.3. Identification of the individual or individuals responsible for implementing each activity Contractor will undertake.
 - 11.4.4. A timeline for all proposed activities, and milestones that Contractor will meet in relation to the CAP.
 - 11.4.5. A deadline by which all activities in the CAP will be completed and Contractor will meet all requirements and performance standards contained in the Contract.
 - 11.4.6. Depending on the requirements and performance standards that Contractor has failed to meet, the Department may direct Contractor to complete all activities in the CAP by a date Determined by the Department. In that event, Contractor shall use that date as the deadline in its CAP and schedule all activities accordingly.

- 11.4.7. All deadlines shall be set to complete all activities in the CAP in a timely manner but shall not be set more than 30 days following the implementation of the CAP without the prior consent of the Department.
- 11.5. Contractor shall deliver each CAP it creates to the Department for review and approval.
 - 11.5.1. DELIVERABLE: Corrective Action Plan
 - 11.5.2. DUE: Unless specified by the Department, within five Business Days of Department's determination that Contractor was not meeting a performance standard requirement.
- 11.6. In the event that the Department or Contractor identify any failure of Contractor to meet a requirement or performance standard in this Contract that the Department determines is a serious issue that requires immediate correction, Contractor shall deliver its CAP related to that issue within one Business Day instead of the five normally allowed.
- 11.7. Contractor shall implement each CAP immediately upon receiving the Department's approval of that CAP.
- 11.8. In the event that Contractor fails to complete a CAP and meet all requirements and performance standards identified in that CAP by the deadline in that CAP, then the Department may suspend, limit or remove Contractor's access to the CBMS and Contractor's authorization to perform determinations of recipients/applicant's eligibility for Medical Assistance Programs.
- 11.9. The implementation of a CAP or suspension, limitation, or removal of CBMS access shall not limit any other Department remedies described in this Contract and may be implemented in conjunction with any other remedies.
- 11.10. Systems Utilized to Determine Compliance
 - 11.10.1. To determine whether Contractor met any or all the performance standards when completing determinations and redeterminations within Contractor's program, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track Contractor's compliance with certain performance standards. This data will be visualized on each program's MAP Dashboards.
 - 11.10.2. To determine whether Contractor met any or all the performance standards when working with Medicaid populations within Contractor's program, the Department may utilize data from the Colorado interChange system.
 - 11.10.3. The above list of systems is not all-inclusive, and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether Contractor met any or all the Performance Standards.
 - 11.10.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Standard and/or the PuMP® template for those performance measures.
 - 11.10.5. Contractor should utilize policy, operational, and informational guidance provided in this Exhibit and through the HCPF Memo Series for each performance standard to assist with implementing the Performance Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Standards.
- 11.11. Communications Utilized to Determine Compliance

11.11.1. If additional guidance or contract clarification is needed, the Department may release additional guidance to Contractor. Contractor shall continue to be responsible for the original deadlines unless the Department approves extended deadlines in writing.

11.12. HCPF Quality Assurance Process and Accuracy Dashboard

11.12.1. Contractor shall comply with HCPF Operational Memo (OM) 21-030 and any superseding communication by the Department, which specifies Contractor's role in the state quality assurance (QA) case review process.

11.12.2. The QA case reviews occur monthly.

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

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

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

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

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

11.13. Performance Standard Targets

11.13.1. The Department sets Performance Standard targets for Contractor and are subject to change at the discretion of the Department.

11.13.2. The Department will monitor the performance standard targets through the MAP Accuracy Dashboard and through any internal reports determined by the Department.

11.13.3. Contractor shall meet or exceed the following Performance Standard Targets

11.13.3.1. Inaccurate Eligibility Determination Rate is:

11.13.3.1.1. Calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample, monthly.

11.13.3.1.2. Used to determine the percentage of individuals in the sample who had an incorrect determination.

11.13.3.1.3. The Department will pull data tracking and reports to measure separate inaccurate eligibility determination totals for applications, redeterminations, recertifications, renewals, and changes, and other work determined by the Department.

11.13.3.1.4. Contractor shall meet the Inaccurate Eligibility Determination Rate Performance Standard monthly.

11.13.3.1.4.1. **PERFORMANCE STANDARD:** Accepted work shall be completed with an Inaccurate Eligibility Determination Rate of no more than three percent per month.

- 11.13.3.2. Unaffected Eligibility Error Rate is:
 - 11.13.3.2.1. Calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly.
 - 11.13.3.2.2. Used to determine the percentage individuals in the sample who had a correct determination with errors that did not impact eligibility.
 - 11.13.3.2.3. The Department will pull data tracking and reports to measure separate unaffected eligibility determination totals for applications, redeterminations, recertifications, renewals, and changes, and other work determined by the Department.
 - 11.13.3.2.4. Contractor shall meet the Unaffected Eligibility Error Rate Performance Standard monthly.
 - 11.13.3.2.4.1. PERFORMANCE STANDARD: Accepted work shall be completed with an Unaffected Eligibility Error Rate of no more than five percent per month.
- 11.13.3.3. Application Timeliness Rate is:
 - 11.13.3.3.1. Used to determine the percentage of Applications which were processed within 30 calendar days of being assigned to the OPC.
 - 11.13.3.3.2. Calculated as the number of Completed Applications divided by the Total Number of Applications. The Completed Applications include overdue and completed Applications.
 - 11.13.3.3.2.1. Total Number of Applications are the number of Applications which include any previous months unauthorized Applications and any assigned Applications in the reporting month.
 - 11.13.3.3.2.2. Overdue Applications are the number of Applications that were assigned to the OPC at least 31 calendar days prior and have not been authorized. Overdue Applications will continue to be included in future monthly reports if they are not authorized as they would not be complete.
 - 11.13.3.3.2.3. Completed Applications are the number of Applications that were assigned to the OPC and were authorized within 30 calendar days.
 - 11.13.3.3.3. Contractor shall meet the Application Timeliness Rate Performance Standard monthly.
 - 11.13.3.3.3.1. PERFORMANCE STANDARD: Applications shall be completed with a 97% Application Timeliness Rate.
- 11.13.3.4. Renewal Timeliness Rate is:
 - 11.13.3.4.1. Used to determine the percentage of Renewals which were processed within 30 calendar days of being assigned to the OPC.
 - 11.13.3.4.2. Calculated as the number of Completed Renewals divided by the Total Number of Renewals. The Completed Renewals include overdue and completed a Renewals.
 - 11.13.3.4.2.1. The total number of Renewals include any previous months unauthorized Renewals and any assigned Renewals in the reporting month.
 - 11.13.3.4.2.2. Overdue Renewals are the number of Renewals that were assigned to the OPC at least 31 calendar days prior and have not been authorized. Overdue Renewals will

continue to be included in future monthly reports if they are not authorized as they would not be complete.

11.13.3.4.2.3. Completed Renewals are the number of Renewals that were assigned to the OPC and were authorized within 30 calendar days.

11.13.3.4.3. Contractor shall meet the Renewal Timeliness Rate Performance Standard monthly.

11.13.3.4.3.1. PERFORMANCE STANDARD: Renewals shall be completed with a 97% Renewals Timeliness Rate.

11.13.3.5. Change Timeliness Rate is:

11.13.3.5.1. Used to determine the percentage of Changes which were processed within 15 calendar days of being assigned to the OPC.

11.13.3.5.2. Calculated as the number of Completed Changes divided by the Total Number of Changes. The Completed Changes include overdue and completed Changes.

11.13.3.5.2.1. The total number of Changes include any previous months unauthorized Changes and any assigned Changes in the reporting month.

11.13.3.5.2.2. Overdue Changes are the number of Changes that were assigned to the OPC at least 16 days prior and have not been authorized. Overdue Changes will continue to be included in future monthly reports if they are not authorized as they would not be complete.

11.13.3.5.2.3. Completed Changes are the number of Changes that were assigned to the OPC and were authorized within 15 calendar days.

11.13.3.5.3. Contractor shall meet the Change Timeliness Rate Performance Standard monthly.

11.13.3.5.3.1. PERFORMANCE STANDARD: Changes shall be completed with a 97% Changes Timeliness Rate.

11.13.3.6. LTC Timeliness Rate is:

11.13.3.6.1. Used to determine the percentage of Long Term Care (LTC) cases which were processed within 60 calendar days of being assigned to the OPC.

11.13.3.6.2. Calculated as the number of Completed LTC cases divided by the Total Number of LTC cases. The Completed LTC cases include overdue and completed LTC cases.

11.13.3.6.2.1. The total number of LTC Cases include any previous months unauthorized LTC cases and any assigned LTC cases in the reporting month.

11.13.3.6.3. Overdue LTC cases are the number of LTC Cases that were assigned to the OPC at least 61 days prior and have not been authorized. Overdue LTC cases will continue to be included in future monthly reports if they are not authorized as they would not be complete.

11.13.3.6.4. Completed LTC Cases are the number of LTC Cases that were assigned to the OPC and were authorized within 60 calendar days.

11.13.3.6.5. LTC cases Timeliness Rate include an overall timeliness rate and will be broken down into three categories (Applications, Renewals, and Changes) for trending and reporting purposes.

- 11.13.3.6.6. The LTC Timeliness Rate minimum calendar days may be adjusted or broken down by type if trending data shows a reasonable reason to adjust and written approval is given by both parties.
- 11.13.3.7. To Be Determined (TBD) Rate:
 - 11.13.3.7.1. The TBD Rate will be initiated by the Oversight & Accountability Program through the Memo Series, State Level QA, MA Reviews, Desk Reviews, and/or Internal QA or through the Program/Contract Manager when a new performance measure is identified.
 - 11.13.3.7.2. The Department will pull data tracking and reports to measure separate totals for the new performance measure.
 - 11.13.3.7.3. Contractor shall meet the TBD Rate Performance Standard monthly.
 - 11.13.3.7.3.1. PERFORMANCE STANDARD: TBD by the Oversight & Accountability Program through the Memo Series, MA Reviews, Desk Reviews, State Level QA, and or Internal QA.
- 11.14. Determination of Compliance with the Performance Standards
 - 11.14.1. The MAP Accuracy Dashboard and internal report is updated monthly and will be available monthly to Contractor. The OPC will be evaluated semi-annually to determine Contractor's performance. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the Accuracy data, from the MAP Accuracy Dashboard and any internal reports determined by the Department. Data from the previous 6 months prior to the review will be used to determine whether Contractor met or exceeded the specified targets.
 - 11.14.2. The Department will take Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of each review period (semi-annually) to determine if Contractor's actual performance has met and/or exceeded the targets.
 - 11.14.3. The MAP Accuracy Dashboard will be utilized to monitor the Contractor's performance once they have been validated and agreed upon by the Department and the Contractor.
- 11.15. Department Monitoring of MAP Dashboards
 - 11.15.1. The Department updates the MAP Dashboards monthly, which are accessible to Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor Contact to be distributed to Contractor leadership monthly.
- 11.16. Contractor Monitoring of MAP Dashboards
 - 11.16.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.
 - 11.16.1.1. Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met.
 - 11.16.2. If targets are not met, Contractor shall review and investigate the root causes for not achieving the target(s).
 - 11.16.3. Contractor shall respond to the Department with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.

11.16.4. Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.

11.17. Determining Compliance with Performance Compliance Performance Standard

11.17.1. Contractor will be deemed out of compliance for specific director-level measures based on determined performance standards when Contractor has not met the target(s) after a short- or long-run of performance.

11.17.1.1. Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.

11.17.1.2. A Management Decision Letter (MDL), requiring Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to Contractor to address the short- or long-run of performance.

11.17.1.3. Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.

11.17.1.4. Contractor shall comply with the most recently released information.

12. OPC QUALITY ASSURANCE PROGRAM

12.1. Contractor shall develop and create a comprehensive OPC Quality Assurance Program based on consultation with the Department, expectations identified by the Department, and industry standards to ensure the Performance Standards in this Contract are met and exceed expectations.

12.2. The OPC Quality Assurance Program shall address and include the Quality Assurance Analyst described in section 3.2.8.2, the Departments OP Trainer as described in section 8.2, the Work Report described in section 14.3 and the HCPF Quality Assurance Process and Accuracy Dashboard described in section 11 of this contract.

12.3. The OPC Quality Assurance Program shall include all of the following for the SFY that the plan covers:

12.3.1. A description of all of Contractor's current OPC Quality Assurance Program activities, including, but not limited to, all of the following:

12.3.1.1. Activities related to the Eligibility Site Accountability and Oversight Program.

12.3.1.2. Activities related to increasing data entry accuracy.

12.3.1.3. Activities related to processing pending Colorado Medical Assistance Eligibility Determinations.

12.3.1.4. Activities relating to reducing processing times of new Colorado Medical Assistance Eligibility Determinations and minimizing or reducing the backlog of those cases.

12.3.1.5. Activities relating to reducing the processing times of redeterminations, recertifications, or changes of Colorado Medical Assistance and minimizing or reducing the backlog of those Eligibility Determination, if Contractor processes such cases.

12.3.1.6. Activities related to increasing the efficiency and effectiveness of the OPC

12.3.2. A description of all future OPC Quality Assurance Program activities planned for the SFY to address any areas that are not adequately addressed by Contractor's current OPC Quality Assurance Program activities.

12.4. Contractor shall provide its OPC Quality Assurance Program to the Department for review and approval.

- 12.4.1. DELIVERABLE: Quality Improvement Plan
- 12.4.2. DUE: Annually no later than July 31st, within five Business Days of when change occurs and by the request of the Department unless written approval from the Department prior to due date.

13. OPC REPORTS

- 13.1. Contractor shall provide all reports described in this Section in a format and containing the information as directed or approved by the Department
- 13.2. All reports described in this section are
- 13.3. Work Report
 - 13.3.1. The Department will utilize the Work Report to determine the work capacity of the OPC.
 - 13.3.2. Contractor shall develop a comprehensive Work Report based on consultation from the Department, expectations identified by the Department, and industry standards to document any Colorado Medical Assistance Eligibility Determinations for a Medical Assistance Program that Contractor was assigned.
 - 13.3.3. The Work Report Template shall include but not limited to the following unless agreed to in writing by the Department:
 - 13.3.3.1. Eligibility Site (if applicable)
 - 13.3.3.2. Case Numbers
 - 13.3.3.3. Date Received by the Eligibility Site (if applicable)
 - 13.3.3.4. Date Received by the OPC
 - 13.3.3.5. Date Accepted by the OPC
 - 13.3.3.6. Status
 - 13.3.3.7. Completion Date
 - 13.3.3.8. Date Reviewed for Quality Assurance
 - 13.3.3.9. Name of Person who did the Quality Assurance (if applicable)
 - 13.3.3.10. Quality Assurance Outcomes (pass/fail)
 - 13.3.3.11. Date Assigned back to the Eligibility Site (when applicable)
 - 13.3.3.12. Daily Wrap Up to include but not limited to:
 - 13.3.3.12.1. Number of workers working per day regardless of when they came into work.
 - 13.3.3.12.2. Number of applications competed, pending, and incomplete per day.
 - 13.3.3.12.3. Number of changes competed, pending, and incomplete per day.
 - 13.3.3.12.4. Number of changes competed, pending, and incomplete per day.
 - 13.3.3.12.5. Number of applications, changes, and changes supervisors approved per day.
 - 13.3.3.12.6. Number of applications, changes, and changes that were quality assured by day.
 - 13.3.3.12.7. Number of cases quality assured that failed to meet each of the Performance Standards

- 13.3.4. Contractor shall provide the Work Report Template to the Department for review and approval prior to implementation of the Work Report.
- 13.3.4.1. DELIVERABLE: Work Report Template
- 13.3.4.2. DUE DATE: Within five Business Days of the request of the Department unless written approval from the Department prior to due date.
- 13.3.5. Contractor shall update the Work Report daily by the beginning of the next Business Day and is accessible to the Department in an agreed upon location.
- 13.3.6. Contractor shall finalize the Work Report for the previous week by every Monday by noon. If the OPC is closed on a Monday, the finalized Work Report shall be completed the next Business Day by noon.
- 13.3.6.1. DELIVERABLE: Finalized Work Report
- 13.3.6.2. DUE DATE: Every Friday by close of Business Day and within one Business Day by request of the Department.
- 13.4. Monthly Performance Report
- 13.4.1. Contractor shall develop and create a comprehensive Monthly Performance Report based on consultation with the Department, expectations identified by the Department, Performance Standards contained in this contract, information gathered from the Work Report contained in this contract, and industry standards.
- 13.4.2. Contractor must provide the raw data that supports the information provided in any Monthly Performance Report upon the Departments request.
- 13.4.3. The Monthly Performance Report shall contain but not limited to the following:
 - 13.4.3.1. A monthly summary of the wrap up information found in the Daily Work Reports including but not limited to the average processing time, in Business Days, from receipt to completion for each type
 - 13.4.3.2. A monthly review of how Contractor met and exceeded all Performance Standards
 - 13.4.3.2.1. If Contractor failed to meet any Performance Standards contained in this Contract, Contractor shall also include a description of why Contractor failed to meet each performance standard that it failed to meet
 - 13.4.3.3. A monthly summary of the cases quality assured by the OPC and how many failed to meet each of the Performance Standards
 - 13.4.3.4. A list of all Deliverables submitted over the prior month to include but not limited to, day submitted, if it required a resubmission, and status of each deliverable.
 - 13.4.3.5. A summary of ACP, NVRA, and Dispute Resolution
 - 13.4.3.6. A summary of any changes Contractor has implemented including but not limited to staffing changes or staff turnover, security administrator changes, policy changes, and procedure changes.
- 13.4.4. Contractor shall include the Monthly Performance Report information in the Monthly Status Meeting or with the Status Record as in section 6.2 through 6.5 of this contract.
- 13.4.4.1. If the Program has not become fully operational, the Monthly Performance Report will be due on the fifth day of the month following the month that the report covers.

- 13.4.4.2. DELIVERABLE: Monthly Performance Report
- 13.4.4.3. DUE: Monthly, no later than the fifth day of the month following the month that the report covers.

13.5. Quarterly Performance Report

- 13.5.1. Contractor shall create a Quarterly Performance Report to include a high-level roll up of the Monthly report and include any other performance standards identified by the Eligibility Site Accountability and Oversight Program.
- 13.5.2. Contractor shall deliver the Quarterly Performance Report to the Department for review and approval.
 - 13.5.2.1. DELIVERABLE: Quarterly Performance Report
 - 13.5.2.2. DUE: On the sixth Business Day of the month following the end of the calendar quarter that the report covers.

13.6. Monthly Dispute Resolution Report

- 13.6.1. Contractor shall develop and create a comprehensive Monthly Dispute Resolution Report based on consultation with the Department, expectations identified by the Department, information contained in this contract Section 11.10, and industry standards.
 - 13.6.1.1. The number of disputes received, the number of dispute resolution conferences held during the month, and the number of disputes unable to resolve.
 - 13.6.1.2. A description of each dispute resolution conference held during the month, including a high-level description of the outcome of the dispute resolution conference.
 - 13.6.1.3. The number and categories of appeals transferred back to an Eligibility Site.
- 13.6.2. Contractor shall include the Monthly Dispute Resolution Report in the Monthly Status Meeting or with the Status Record as described in section 6.2 through 6.5 of this contract.
 - 13.6.2.1. If the Program has not become fully operational, the Monthly Dispute Resolution Report will be due on the fifth day of the month following the month that the report covers.
 - 13.6.2.2. DELIVERABLE: Monthly Dispute Resolution Report
 - 13.6.2.3. DUE: Monthly, no later than the fifth day of the month following the month that the report covers.

13.7. Quarterly Dispute Resolution Report

- 13.7.1. Contractor shall create a Quarterly Dispute Resolution Report to include a high-level roll up of the Monthly Dispute Resolution Report and include but not limited to:
 - 13.7.1.1. A summary of disputes received and resolved by Contractor
 - 13.7.1.2. A description of any trends related to the disputes received
 - 13.7.1.3. A description of any trends related to the disputes Contractor was unable to resolve
- 13.7.2. Contractor shall provide the raw data that supports the information contained in the Quarterly Dispute Resolution Report to the Department upon request.
 - 13.7.2.1. DELIVERABLE: Quarterly Dispute Resolution Report
 - 13.7.2.2. DUE: On the Sixth Business Day of the month following the end of the calendar quarter that the report covers.

13.8. Quarterly Security Access Report

13.8.1. Contractor shall create a Quarterly Security Access Report.

13.8.2. The Quarterly Security Access Report shall contain all the following information for the calendar quarter to which the report applies:

13.8.2.1. The name of the Overflow Processing Center (OPC), including the physical address and physical location.

13.8.2.2. A listing of the CBMS username, the CBMS user role, CBMS manager, CBMS access and the CBMS portal username for each of Contractor's staff members who has access to the CBMS.

13.8.2.3. A listing of the SAVE username for each of Contractor's staff members who have access to SAVE, including any High-Level Program Group access.

13.8.3. Contractor shall submit the Quarterly Security Access Report to the Department for review and approval.

13.8.3.1. DELIVERABLE: Quarterly Security Access Report

13.8.3.2. DUE: On the 15th day of the month following the end of the calendar quarter to which the report applies.

13.9. Annual Program Report

13.9.1. Contractor shall create and Annual Program Report.

13.9.2. The Annual Program Report shall include all the following for each SFY:

13.9.2.1. A summary of the Quarterly Performance Reports

13.9.2.2. An analysis of the trends seen by Contractor related to Eligibility Determinations, ACP, NVRA, Dispute Resolutions, Quality Assurance, OPC Operations, or other topics identified by the Department.

13.9.2.3. An analysis of Performance Standards for the Overflow Processing Center (OPC).

13.9.3. Contractor shall deliver the Annual Program Report to the Department for review and approval.

13.9.3.1. DELIVERABLE: Annual Program Report

13.9.3.2. DUE: Annually, no later than the September 30th following the end of the SFY that the report covers

13.9.4. Contractor shall develop the Annual Program Report in such a way that the report may be distributed without other documentation to legislators and other interested parties. The Annual Program Report shall not contain any PHI, and any PHI contained in other reports that will be summarized in the Annual Program Report shall be de-identified by Contractor prior to inclusion.

13.10. Ad Hoc Reports

13.10.1. While the Department will try and provide prior notice of requests for Ad Hoc Reports, Contractor acknowledges that some requests may arise without prior notice.

- 13.10.2. Contractor shall develop and create a comprehensive Ad Hoc Reports based on direction and consultation of the Department, expectations identified by the Department, and industry standards.
- 13.10.2.1. DELIVERABLE: Ad Hoc Report
- 13.10.2.2. DUE: TBD by the Department in collaboration with Contractor but no more than 10 business days from request.
- 13.11. While the Department will try and provide prior notice of requests for Ad Hoc Meetings and Ad Hoc Reports, Contractor acknowledges that some requests may arise without prior notice.

14. COMPENSATION & INVOICING

14.1. Compensation

- 14.1.1. The Department at its sole discretion can delay a portion or full payment in the event Contractor is failing to meet Deliverable or Performance Standards expectations outlined in this contract until Contractor Corrects its Work and meets the expectations outlined in this contract.
- 14.1.2. The Department and Contractor will review the Administrative Report quarterly to assess increasing staffing levels and volumes for possible increases in work capacity of the OPC.

14.2. Detailed Invoicing and Payment Procedures

- 14.2.1. Contractor shall invoice the Department on a monthly basis, by the 15th Business Day of the month following the month for which the invoice covers. Contractor shall not invoice the Department for a month prior to the last day of that month.
- 14.2.2. The invoice shall contain all of the following for the month for which the invoice covers:
 - 14.2.2.1. Staffing expenses
 - 14.2.2.2. Lease & utility expenses
 - 14.2.2.3. Operating expenses
 - 14.2.2.4. Laptops, monitors, software, other equipment
 - 14.2.2.5. Internet
 - 14.2.2.6. IT support
 - 14.2.2.7. Maintenance (Prowers County to specify)
 - 14.2.2.8. Mileage / meeting / training expenses (Prowers County to specify)
 - 14.2.2.9. Office equipment
 - 14.2.2.10. Office supplies
 - 14.2.2.11. Personnel time recording
 - 14.2.2.12. Postage
 - 14.2.2.13. Professional services (Prowers County to specify)
 - 14.2.2.14. Shredding
 - 14.2.2.15. Telephone

14.2.2.16. Other expenses (Prowers County to specify)

14.3. Closeout Payments

14.3.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

14.4. Available Funding

14.4.1. If available funding is not approved by CMS, the Department will not pay Contractor for further work where the funding has not been approved.

14.4.2. If CMS requests changes to the funding, Contractor shall work with the Department to modify the costs under this Contract to align with the approved funding.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4-9-2024

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: 3-26-2027

Return Originals to: Jana Coen & Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Consider approval of voiding General Fund checks, #71585, #17604, #71606, #71615, #71617, #71630, #71635, #71639, #71643 from the March 25, 2024 Approved to Pay and Treasurer Certification due to misprints and to approve the re-issuance of new checks, #71664-71673, with no changes to the certification total.

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:

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: \$1,075,537.53
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **March 25, 2024**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 90,014.79	325,680.76	94,790.93
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 8,065.91	110,767.93	28,209.67
ROAD & BRIDGE FUND	\$ 35,520.89	68,802.43	18,111.08
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ 40,500.00	211.75	47.90
CRMC FUND	\$ 8,753.92	107,134.12	35,367.62
OPC FUND	\$ 4,585.08	73,671.08	25,301.67
Totals	\$ 187,440.59	\$ 686,298.07	\$ 201,828.87

DATE: March 25, 2024

DATE: March 25, 2024

DATE: March 25, 2024

DATE: March 25, 2024

ROCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	1,075,537.53
AP + Fringes	\$	389,269.46
Total Pd Certification - Payroll	\$	389,269.46
Total Payroll + Fringes	\$	888,096.94

Ending Check No. ~~71663~~ 71673

Beginning Check No. 71583

Total Number of Checks: 1
8191

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Abbie Campbell
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01	0010		March 25, 2024
71583 - 71673		\$ 90,014.79	
Void Ck # 71585, 71600, 71604, 71606, 71615		\$ -	
Void Ck # 71617, 71630, 71635, 71639, 71643		\$ -	
Checks voided due to misprint			
	Payroll	\$ 325,680.76	
	Fringes	\$ 94,790.93	Total \$ 510,486.48
ARPA - 02	0018		
		\$ -	
	Payroll	\$ -	
	Fringes	\$ -	Total \$ -
ROAD & BRIDGE FUND - 02	0020		
		\$ 35,520.89	
	Payroll	\$ 68,802.43	
	Fringes	\$ 18,111.08	Total \$ 122,434.40
FSA (Cafeteria) 552	0552		
		\$ -	Total \$ -
Sheriff's Booking Fees	0675		
		\$ -	
	Payroll	\$ -	Total \$ -
SALES & USE TAX FUND - 03	0900		
		\$ -	
			Total \$ -
CONSERVATION TRUST FUND - 06	0130		
		\$ -	
			Total \$ -
CAPITAL FUND - 07	0100		
		\$ -	
			Total \$ -
OTHER AGENCIES FUND- 08			
		\$ -	Total \$ -
LODGING TAX - 09	0014		
		\$ 40,500.00	
		\$ -	
	Payroll	\$ 211.75	
	Fringes	\$ 47.90	Total \$ 40,759.65
PUBLIC HEALTH AGENCY - 11	0676		
		\$ 8,065.91	
	Payroll	\$ 110,767.93	
	Fringes	\$ 28,209.67	Total \$ 147,043.51
CRMC	0016		
		\$ 8,753.92	
	Payroll	\$ 107,134.12	
	Fringes	\$ 35,367.62	Total \$ 151,255.66
OPC	0017		
		\$ 4,585.08	
	Payroll	\$ 73,671.08	
	Fringes	\$ 25,301.67	Total \$ 103,557.83
 Paula Gonzales, Finance Director		GRAND TOTAL	\$ 1,075,537.53

AP Check Register (APLT43)

Prowers County

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 2 Account: 10225				
71664	3/25/2024	23	Aflac	\$2,608.57
71665	3/25/2024	209	Colonial Life & Accident Ins Co.	\$921.25
71666	3/25/2024	119	Continental American Insurance Company	\$1,106.90
71667	3/25/2024	192	County Health Pool	\$132,144.53
71668	3/25/2024	393	Family Support Registry	\$2,383.22
71669	3/25/2024	382	Frontier Bank	\$165,518.44
71670	3/25/2024	611	LegalShield	\$352.85
71671	3/25/2024	696	MASA Global Building	\$848.00
71672	3/25/2024	707	Nationwide Retirement Solutions	\$170.00
71673	3/25/2024	796	Prowers Co Treasurer	\$717.00
Bank Account Totals:				\$306,770.76
Total Of Checks:				\$306,770.76

Payroll Date: 3/28/2024

Payroll Calculation Totals

Prowers County

Check Date:	3/28/2024	First Check Number:	0	Male Employees Paid:	78	Total Employees Not Paid:	395
Post Date:	3/28/2024	Last Check Number:	0	Female Employees Paid:	103	Total Employees:	576
		First DirDep Number:	37373	Total Employees Paid	181		
		Last DirDep Number:	37554				

Gross Amounts

Gross Amount:	\$686,268.07	Federal Gross:	\$630,996.59	Retirement Gross:	\$674,027.51
Net Amount:	\$502,209.20	Fica Gross:	\$665,255.58		
		Med Gross:	\$665,255.58		
Unemployment Gross:	\$775,440.34	State Gross:	\$630,996.59		
		Local Gross:	\$665,255.58		

Employee Incomes

10	Elected Official	\$48,090.76
11	Salary	\$125,143.61
12	Hourly Wage	\$394,821.21
13	Overtime	\$3,530.22
14	Extra Duty	\$2,945.80
16	Extra Duty Flat Rate	\$7,390.98
17	Sheriff OT	\$17.38
18	Adult Transport	\$205.73
19	Courthouse Security	\$4,377.50
21	Courthouse OT	\$6,003.34
25	JBBS	\$7,135.25
26	Juvenile Transport	\$417.15
27	Jail Nursing	\$525.00
29	Weekend Court Sala	\$7,192.80
31	School Resource	\$4,402.30
32	Sheriff Hourly Wage	\$29,808.10
33	Lead Tech Hourly	\$18,657.44
35	Supervisor Hourly	\$19,626.16
37	QA Hourly	\$3,665.93
39	Permanent Jail Salar	\$2,311.41
Total:		\$686,268.07

Employee Deductions

ACHF1	Direct Deposit Flat Deductio	\$1,500.00
AFLAC	AFLAC After Tax	\$852.75
AFLCP	AFLAC Before Tax	\$1,755.82
CAICA	Critical After Tax	\$390.90
CAICP	Accident Pre-Tax	\$648.11
CAIHP	Hospital Indem.Pre-Tax	\$67.89
CHILD	Child Support	\$2,383.22
CLNLA	Colonial After Tax	\$531.52
CLNLP	Colonial Pre-Tax	\$389.73
COER1	Voluntary CCOERA/Deferre	\$200.00
COER2	Voluntary CCOERA/Deferre	\$187.48
COER3	Voluntary CCOERA/Roth 45	\$220.00
COER4	Voluntary CCOERA/Roth 45	\$207.57
DENTL	Dental Insurance	\$4,263.25
FED	Federal Withholding Tax	\$39,717.36
FICA	FICA Employee Portion	\$41,245.84
FSA	FSA Medical	\$717.00
HRBA	Health Insurance - Employee	\$10,504.00
HRBAP	Health Ins Employee Part Ti	\$278.28
HSA	Health Savings Account	\$2,071.66
LEGAL	Legal Aid	\$352.85
LIFED	Dependent Life	\$33.12
LOAN1	Retirement Loan	\$6,050.91
MASA	Medical Transport	\$848.00
MED	Medicare Employee Portion	\$9,646.20
PEBSC	Nationwide Retirement	\$170.00
RETIR	Retirement	\$33,701.51
STATE	State Income Tax	\$24,017.00

Employer Contributions

FICA	Employer - Social Secu	\$41,245.84
HRBAP	Hlth Ins.- Employer for	\$494.72
HRBAR	Health Insurance-Empl	\$113,385.00
LIFER	Life Insurance	\$1,159.56
MED	Employer - Medicare T	\$9,646.20
RETIR	Retirement ER	\$33,701.51
SUTA	State Unemployment T	\$1,276.34
VISER	Vision Insurance-Empl	\$919.70
Total:		\$201,828.87

Payroll Calculation Totals

SUPPE	Supp Life Emp.	\$719.95
SUPPS	Supp Life Spouse	\$70.20
VISION	Vision EmpEE.	\$316.75
Total:		\$184,058.87

AP Check Register From History (APLT73)

Prowers County

Selected Date Range: 3/25/2024 thru 3/25/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank Number: 2 Bank Account: 10225				
71583	3/25/2024	28	A-1 Rental & Sales	\$985.00
71584	3/25/2024	1309	ABBA Eye Care	\$335.74
71585	3/25/2024	23	Aflac	\$5,322.13
71586	3/25/2024	27	Airgas Intermountain Inc.	\$130.71
71587	3/25/2024	1266	Amanda Smith	\$250.00
71588	3/25/2024	36	Amazon Capital Services	\$83.41
71589	3/25/2024	1260	AMERICAN AIRWORKS	\$485.00
71590	3/25/2024	1178	Arkansas Valley Diesel Service, Inc	\$2,717.11
71591	3/25/2024	55	Atmos Energy	\$687.56
71592	3/25/2024	1126	Barbara White	\$7,716.00
71593	3/25/2024	1269	Brad Hernandez	\$312.34
71594	3/25/2024	100	Brew Unto Others	\$275.00
71595	3/25/2024	110	Business Solutions Leasing	\$525.49
71596	3/25/2024	125	Canon Financial Services	\$1,664.15
71597	3/25/2024	896	Celia M. Salazar	\$4,659.00
71598	3/25/2024	1307	Cinco De Mayo	\$2,000.00
71599	3/25/2024	1294	CINTAS	\$1,228.00
71600	3/25/2024	209	Colonial Life & Accident Ins Co.	\$1,842.50
71601	3/25/2024	201	Colorado Junior Rodeo Association	\$15,000.00
71602	3/25/2024	264	Colorado Secretary of State	\$40.00
71603	3/25/2024	235	Computer Information Concepts, Inc.	\$53.45
71604	3/25/2024	119	Continental American Insurance Company	\$2,229.85

AP Check Register From History (APLT73)

Prowers County

Selected Date Range: 3/25/2024 thru 3/25/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
71605	3/25/2024	241	Cornerstone Resource Center	\$6,476.89
71606	3/25/2024	192	County Health Pool	\$264,071.86
71607	3/25/2024	293	DeLoach's Water Conditioning Inc.	\$276.50
71608	3/25/2024	1085	DESTINATIONIQ	\$20,000.00
71609	3/25/2024	307	DISA	\$385.50
71610	3/25/2024	279	District Attorney	\$24,078.75
71611	3/25/2024	669	Divina Mendez	\$866.66
71612	3/25/2024	316	Dominion Voting	\$2,545.52
71613	3/25/2024	351	El Paso County	\$6,000.00
71614	3/25/2024	341	Electra Pro LLC	\$25.82
71615	3/25/2024	393	Family Support Registry	\$4,766.44
71616	3/25/2024	1201	Fremont Paving and Redi Mix, Inc	\$7,120.00
71617	3/25/2024	382	Frontier Bank	\$331,623.29
71618	3/25/2024	406	Glenda Gatchell	\$335.26
71619	3/25/2024	412	GNBank	\$2,016.02
71620	3/25/2024	414	Gobin's Inc.	\$295.66
71621	3/25/2024	437	Granada School District RE-1	\$10,177.75
71622	3/25/2024	499	Home Store LLC	\$57.78
71623	3/25/2024	221	Jana Coen	\$207.16
71624	3/25/2024	861	Jean Reifschneider	\$328.06
71625	3/25/2024	387	John Deere Financial	\$148.80
71626	3/25/2024	1257	Jose Manuel Soto JR.	\$6,084.00
71627	3/25/2024	595	Lamar Auto Parts	\$684.41

AP Check Register From History (APLT73)

Prowers County

Selected Date Range: 3/25/2024 thru 3/25/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
71628	3/25/2024	595	Lamar Auto Parts	\$939.99
71629	3/25/2024	604	Lamar BMS	\$213.83
71630	3/25/2024	611	LegalShield	\$705.70
71631	3/25/2024	1234	Linda Springer	\$328.06
71632	3/25/2024	1238	LOGANSIMPSON	\$9,085.90
71633	3/25/2024	1130	Marcus Widener	\$1,800.00
71634	3/25/2024	1023	Mary Jane Torres	\$328.06
71635	3/25/2024	696	MASA Global Building	\$1,710.00
71636	3/25/2024	678	Mirage Technologies	\$3,640.00
71637	3/25/2024	687	Mobile Record Shredders, LLC	\$1,513.60
71638	3/25/2024	1142	Nancy Winsor	\$7,993.00
71639	3/25/2024	707	Nationwide Retirement Solutions	\$340.00
71640	3/25/2024	724	O'Reilly Automotive Parts	\$104.01
71641	3/25/2024	812	Pitstop Oil, LLC	\$13,190.86
71642	3/25/2024	799	Premier Window Coverings	\$1,279.00
71643	3/25/2024	796	Prowers Co Treasurer	\$1,434.00
71644	3/25/2024	792	Prowers County	\$75.00
71645	3/25/2024	885	Ranchers Supply of Lamar, LLC	\$375.88
71646	3/25/2024	856	Rider Sewer & Drain Service	\$160.00
71647	3/25/2024	202	Ron Cook	\$195.00
71648	3/25/2024	1306	SECO Pride Fest 2	\$500.00
71649	3/25/2024	1237	Sheryl Reifschneider	\$511.91
71650	3/25/2024	993	Sno-White Linen & Uniform	\$1,627.58

Operator: pgonzales

3/26/2024 12:44:23 PM

Report ID: APLT73

AP Check Register From History (APLT73)

Prowers County

Selected Date Range: 3/25/2024 thru 3/25/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
71651	3/25/2024	1203	Source Management, Inc.	\$4,135.58
71652	3/25/2024	1308	Stacy Kincaid	\$24.19
71653	3/25/2024	988	Susan Crites	\$519.12
71654	3/25/2024	1017	Timber & Exteriors	\$425.00
71655	3/25/2024	430	Tom Grasmick	\$195.00
71656	3/25/2024	1056	United States Post Office	\$102.96
71657	3/25/2024	1071	Verizon Wireless	\$198.89
71658	3/25/2024	1077	Viaero Wireless	\$170.87
71659	3/25/2024	1094	Wagner Equipment Co	\$4,912.96
71660	3/25/2024	1107	Waxie Sanitary Supply	\$512.16
71661	3/25/2024	71	Wendy Buxton-Andrade	\$195.00
71662	3/25/2024	1156	WEX BANK	\$1,928.68
71663	3/25/2024	1109	Wild West BBQ Cook Off	\$3,000.00
Bank Account Totals:				\$801,486.36
Total Checks:				\$801,486.36

AP Wire Register From History (APLT74)

Prowers County

Selected Date Range: 3/25/2024 thru 3/25/2024

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank Number: 2 Bank Account: 10225				
-21	3/25/2024	250	CCOERA	\$1,667.10
-20	3/25/2024	249	CCOERA	\$146,073.87
Bank Account Totals:				\$147,740.97
Total Wires:				\$147,740.97

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: April 9, 2024

Submitter: Staffon Warn, Rural Fire Chief

Submitted to the County Administration Office on: March 25, 2024

Return Originals to: Staffon Warn & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: Grant acceptance by April 26, 2024

Item Title/Recommended Board Action:

Consider approval of accepting Fire Prevention and Control 23-24 CO Firefighter Safety and Disease Prevention (FFSDP) Grant for the amount of \$20,000.

Justification or Background:

This will purchase battery operated extrication tools (1) Spreader and (1) Cutter

Fiscal Impact: This item is budgeted in the following account code: 01-32-439600

County: \$ 2,455.44 Federal: \$ State: \$20,000 Other: \$

Approved by the County Attorney on: 3-26-24

Additional Approvals (if required):

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

THANK YOU!



March 18, 2024

Prowers County Rural Fire Department
300 East Poplar Street
Lamar, CO. 81052

FDID# 09940

RE: 2023-24 CO Firefighter Safety and Disease Prevention (FFSDP) Grant

Dear Chief Warn,

Congratulations, DFPC awards your agency the 2023-24 Firefighter Safety and Disease Prevention Grant. Please promptly notify DFPC's Grants Manager of your agency's decision to **accept or reject this award on page 2 of this grant agreement. The agency's executive must complete, sign and date the award.** Submit this completed agreement with your award decision to the DFPC grants email by **April 11, 2024.**

Your department is eligible for reimbursement of purchased approved items listed below, up to the awarded: priority item, quantity and amount. The grant award amount approved by the Director is **\$20,000.00.** DFPC advises purchasing approved items upon acceptance of this award **but no later than April 26, 2024.**

Your agency is eligible for reimbursement of the following FFSDP Grant equipment and/or training:

Grant Approved Priority Items for Purchase				
Priority Item Name & Description	Quantity Required	Unit Cost	Extended Price	ACTUALS <i>*(DFPC Staff)</i>
IS320 ION Spreader - Lighted Handle (Tool Only)	1	\$11,850.37	\$11,850.37	\$11,850.37
IC750 Cutter - Lighted Handle (Tool Only)	1	\$10,605.07	\$10,605.07	\$10,605.07
GRANT TOTAL			\$22,455.44	\$20,000.00

**Totals are subject to change as Grants are limited to \$20,000 maximum.*

FFSDP Grant Reimbursements of approved purchases is pursuant to this grant award and must comply with state fiscal and procurement rules including, upon payment of goods & services received. Agencies must provide complete reimbursement documentation outlined on page 2 of this agreement **no later than October 31, 2024. Incomplete reimbursement requests including non-compliance with outstanding follow-up requests of necessary documentation are ineligible for payment and may not be honored. The Reimbursement Request deadline is mandatory without exception.**

Grant recipients are required to maintain complete grant related financial records for a period of five (5) years after the date of the grant award letter. The 2023-24 CO Firefighter Safety and Disease Prevention Grant period will close on **December 30, 2024.**

To receive grant reimbursement submit a complete FFSDP Grant Reimbursement Request Packet including documentation outlined below to the Grants Manager at **ffsdpggrant@state.co.us.**

Please make a copy of grant receipts for your records. Items purchased and requested for reimbursement must match those outlined in the signed grant award agreement. The DFPC reserves the right to withhold reimbursement for items not originally requested and/or approved.



COLORADO

Division of Fire
Prevention & Control

Department of Public Safety

2023-24 CO Firefighter Safety & Disease Prevention Grant
Reimbursement Request Form

Date: 3-25-24

Agency: Prowers County Rural Fire

Mailing Address: 300 East Poplar St.

City: Lamar State: CO Zip Code: 81052

Email address: Staffon.warn@prowerscounty.net

Representative Name: Staffon Warn Phone: 719-688-4701



Complete Request: This is a request for the ENTIRE or remaining total grant amount as outlined in the Grant Award Letter. This may be a lesser amount than the award letter yet is a complete request.



Partial Request: This is a request for a portion of the total grant award in the amount of: \$ _____.

All grant reimbursement requests must be complete, signed by designated agency authority and submitted to: lori.lynch-brill@state.co.us by **October 31, 2024**. Required attachments include: **itemized invoice**: verifying quantity, price, payment and receipt of items, **proof of payment**: **itemized receipt(s) and/or bank statements** clearly identifying approved items purchased.

Incomplete requests including items not matching the original or revised award letter will not be honored and may be denied for reimbursement.

Applicant Signature Staffon Warn Date 3-25-24

FOR DFPC USE ONLY

DFPC Date Received: _____ Initial Review Date: _____ Reviewer: _____

Initial Documentation Request Date: _____ Date DUE: _____ 2nd Request: _____

Date Sent to EDO Finance: _____ Returned to DFPC: _____ Date Returned to EDO: _____

CORE
Coding:

DEPT	FUND	APPR	Unit	Sub-Unit	Program	Activity	Function	Amount
Calendar Year 2024								
RCAA	29L0	RCBPPC400	CPQT	CPAA	CFDP24	GRNT	2024	



A Completed Firefighter Safety and Disease Prevention Grant Reimbursement Request Packet consists of:

- An itemized vendor invoice(s) containing the Approved Item(s), unit costs, quantity and total.
- Proof of payment including, copies of original payment, such as a cleared check or credit card receipt, as well as the corresponding bank and/or credit card statement.
- All of the following forms must be completed, signed & submitted by your agency to DFPC:
 - A completed and signed W-9
 - A completed and signed Reimbursement Request Form, and
 - A copy of the complete award contract dated, with your name printed, and signed indicating your understanding and agreement of the grant process, acceptance of the terms and conditions outlined therein. You are encouraged to make a copy of this contract for your records.

Submit a completed Grant Reimbursement Request to the Grants email at ffsdpggrant@state.co.us. Purchased items must match the grant award. ***A complete reimbursement packet is required as outlined above prior to any reimbursement.***

STATE'S RIGHT TO CANCEL

This grant opportunity does not obligate the state to award a contract and the state reserves the right to cancel the solicitation if it is considered to be in its best interest due to lack of funding, early termination, public interests, agency priorities or other considerations. DFPC reserves the right to withhold reimbursement inconsistent with the original grant application, for items not awarded through grant award letter(s) including, Reconsideration and Equipment Substitution, or any purchase made that violates state fiscal rules and procurement policies will not be honored. ***Model Small Dollar Grant Award Terms and Conditions*** apply in addition to Colorado Fiscal Rules including the Procurement Code policies including, but not limited to *Conflicts of Interests*.

Accept Award



Reject Award/unable to use grant funds ☐

Please have *the organizational executive or financial representative* print, sign and date this award letter indicating understanding and agreement with the grant process, acceptance and agreement of these terms as outlined herein. Please make a copy of this signed award letter for your records.

Print Name Staffon Warn

Sign Name Staffon Warn

Date 3-25-24

Please submit inquiries, and reimbursement requests with supporting documentation to ffsdpggrant@state.co.us.

Sincerely,



Lisa Pine, Chief Professional Qualification and Training Section
Colorado Division of Fire Prevention & Control





COLORADO

Division of Fire
Prevention & Control

Department of Public Safety

March 18, 2024

Prowers County Rural
Fire Department

Chief Warn,

Re: 2023-24 Firefighter Safety and Disease Prevention (FFSDP) Grant

The Department of Public Safety, Division of Prevention and Control requires signed acknowledgments as part of the FFSDP Grant award \$20,000.00. The authority of 24-33.5-1231, C.R.S., funds the Firefighter Safety and Disease Prevention Grant program.

Please complete, sign and submit the entire award package to ffsdpg@state.co.us including a signed award agreement letter no later than April 26, 2024. The Award package should contain the following forms:

- ☒ 2023-24 FFSDP Grant Award Agreement Letter - Complete and Sign
- ☒ Model Small Dollar Grant Award Terms and Conditions - Complete and Sign
- ☒ W-9 Form
- ☒ **Designated Signature Authority:** Please list of two (2) designated organizational agency executives such as the Fire Chief and financial representative authorized to sign grant documents for your organization via email upon receipt and acceptance of this award. Agencies are required to notify DFPC in writing if these points of contacts (POC) change.

Designated Signature Authority: _____

Designated Signature Authority: _____

Please visit the Grants web page at <https://dfpc.colorado.gov/sections/grants> to access grant forms, or you may use the highlighted links above. You may contact me if you have questions regarding the grant award process.

Sincerely,

Lori Lynch-Brill

Lori Lynch-Brill
Regional Training Officer/Grants
Email: lori.lynch-brill@state.co.us

Enclosed: 2024 FFSDP Grant Award Agreement Letter, Model Small Dollar Grant Terms & Conditions & W-9



STATE CONTROLLER POLICY

State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "Award" means an award by a Recipient to a Subrecipient; (b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient; (h) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (k) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) "Subrecipient" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** [Not Applicable to Agreements issued either in whole or in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the

STATE CONTROLLER POLICY

Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

STATE CONTROLLER POLICY

- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification. [Not Applicable to Inter-governmental agreements]** Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- 26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
- 27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated, Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.
- 28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall

STATE CONTROLLER POLICY

not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

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

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

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

34. Choice of Law, Jurisdiction and Venue. *[Not Applicable to Inter-governmental agreements]* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

STATE CONTROLLER POLICY

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. "PII" shall also mean "personal identifying information" as set forth at §24-74-102, et. seq., C.R.S. ; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

STATE CONTROLLER POLICY

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

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

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification PII Individual Certification Form or PII Entity Certification Form [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office

STATE CONTROLLER POLICY

of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Print Executive's Name: _____

Executive Signature: _____

Signature Date: _____

Please have the organizational executive or financial representative print their name, sign and date this *Model Small Dollar Grant Award Terms and Conditions* indicating understanding and agreement with the grant process, acceptance and agreement of these terms as outlined herein. Please make a copy of this signed award letter for your records.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 03/27/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Final Subdivision Exemption Plat Map for 25-7 Media, Inc. The Application request was approved on June 28, 2023 by the Planning Commission and July 11, 2023 by the BOCC. Minor Subdivision, for a First Subdivision in Indian Claim No. 26 in Section 19, Township 22 West, Range 46 South, 6th P.M., subdividing 16.57 acres into four tracts: Tract 1-11.73 acres, Tract 1A-0.51 acres, Tract 2-4.14 acres, and Tract 2A-0.19 acres, and to be recorded in the County Clerk's Office.

Justification or Background:

25-7, Inc., subdivided property into two tracts, but due to discrepancies of property encroachments which had to be dealt with property was divided into four parcels to mitigate the discrepancies and decision of ownership.

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

County: \$ 350.00 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!

MINOR SUBDIVISION APPLICATION

Please Attach "Letter of Request" to this Application
PLEASE READ NOTE AND SIGN BELOW:

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL. ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

25-7 Media, Inc., by

Date: 5/10/2023

Robert H DeLancey President
Applicant's Representative's Signature

✓ Tax parcel number of property (County Assessor's Records) 900034390 + 500034400

Is there a Deed of Conservation Easement Attached to this property? Yes X No
If YES, attach copy

1. Please list the name, address, and telephone number of the following (some may not be applicable):

- Applicant(s) 25-7 Media, Inc.
Address: 7350 US Highway 50, Lamar, CO 81052
Telephone Number: 719-336-8234 Email: bob@kvaq.com
- Property Owner(s): Robert H DeLancey
Address: 7 Forrest St Lamar, Co. 81052
Telephone Number: 719-336-8234 Email: bob@kvaq.com
- Applicant's Representative:
Address: _____
Telephone Number: _____ Email: _____
- Address of Property: 7350 US Highway 50, Lamar, CO 81052
- ✓ 2. Zone District: Commercial Highway
- ✓ 3. Legal description of the property (if lengthy, please attach): Refer to deed
- 4. Please list any previous applications (e.g., map amendments, zoning variances, special use permits, subdivision variances) in connection with this property: _____

Proposed Use of Land Radio Antennae/ Equipment & Commercial Property

Proposed Water Source May Valley Water

Proposed Means of Sewage Disposal North Lamar Sanitation

Proposed Road Access U.S. Hwy 50

Proposed Lot Size Approximately 17 acres

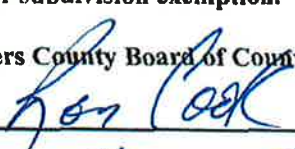
-
-
- The Prowers County Planning Commission recommends approval of this request for subdivision exemption.

Prowers County Planning Commission, Chair

Dated this _____ day of _____, 20__

- The Prowers County Board of County Commissioners grants approval of this request for subdivision exemption.

Prowers County Board of County Commissioners, Chair


Dated this 11 day of July, 2023

Statement of Authority
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity' named:

25-7 MEDIA, INC., A COLORADO CORPORATION

The type of entity is a:	
TRUST	limited partnership
XXX CORPORATION	registered limited liability partnership
nonprofit corporation	registered limited liability limited partnership
LIMITED LIABILITY COMPANY	limited partnership association
general partnership	government or government subdivision or agency

3. The entity is formed under the laws of: COLORADO

4. The mailing address for the entity is: 7 FORREST STREET LAMAR, COLORADO 81052

5. The ☒ name ☐ position of each person authorized to execute instruments conveying, encumbering, or otherwise affected title to real property on behalf of the entity is:

ROBERT H. DeLANCEY, PRESIDENT

JANEE' M. QUEEN, VICE PRESIDENT

6. The authority of the forgoing person(s) to bind the entity is ☒ not limited ☐ limited as follows:

N/A

7. Other matters concerning the manner in which the entity deals with interests in real property:

N/A

8.^a This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed: FEBRUARY 8, 2024

STATE OF COLORADO)
)ss.
COUNTY OF PROWERS)

Robert H. DeLancey
ROBERT H. DeLANCEY

The foregoing instrument was acknowledged before me this 8TH day of FEBRUARY, 2024
BY: ROBERT H. DeLANCEY

Witness my hand and official seal.

DOLORES L. MELGOSA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954020080
MY COMMISSION EXPIRES MARCH 3, 2024

Dolores L. Melgosa
NOTARY PUBLIC: DOLORES L. MELGOSA
121 SOUTH MAIN STREET LAMAR, COLORADO 81052
My commission expires: MARCH 3, 2024

1. This form should not be used unless the entity is capable of holding title to real property.
2. The absence of any limitation shall be prima facie evidence that no such limitation exists.
3. The statement of authority must be recorded to obtain the benefits of the statute.
4. Strike if not applicable.

REC # 560702 02/08/2024 10:30:43 AM
SOR Page: 1 of 1 R:13.00 D:0.00
Prowers County, CO



4. **Write**

FIRST SUBDIVISION

DESCRIPTION OF TRACT

A TRACT OF LAND IN INDIAN CLAIM NO. 26 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SURVEYOR'S STATEMENT

DECEMBER 20, 2023

I, LANE T. HUBBARD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF CALIFORNIA, DO HEREBY STATE TO BE TRUE: THAT, BEC. ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THE INFORMATION AND BELIEF OF OTHERS, I HAVE PREPARED THE ATTACHED SURVEY MAP OF THE LANDS OF THE ESTATE OF STEWART ALAN AND LUCY ANN HUBBARD, DATED 4-11-00 AND REC. IN THE COUNTY OF LOS ANGELES, CALIFORNIA, AS DOCUMENTED BY ME, THAT THE LAND SURVEY PLAT WAS PREPARED BY ME AND REPRESENTS THE SURVEY CONDUCTED BY ME AND MY ASSISTANT, DAVID L. HUBBARD, AND THE SURVEY WAS CONDUCTED AND COMPLETED BY ME AND MY ASSISTANT, DAVID L. HUBBARD, AND THE SURVEY WAS CONDUCTED BY CLIENT WITH CLIENT CONCERNING NO FURTHER REVISION AND EXAMINATION OF RECORD-CERTIFICATE OF THE UNDERGROUND.

Lane T. Hubbard

DECEMBER 20, 2023

LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL
LAND SURVEYOR
COLORADO 30087



PLANNING COMMISSION:
PROWERS COUNTY, COLORADO

Reviewed and Approved by the Powers County Planning Commission.

Client: Paul Linden Date: 3-18-24

BOARD OF COUNTY COMMISSIONERS
FROWERS COUNTY, COLORADO

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado

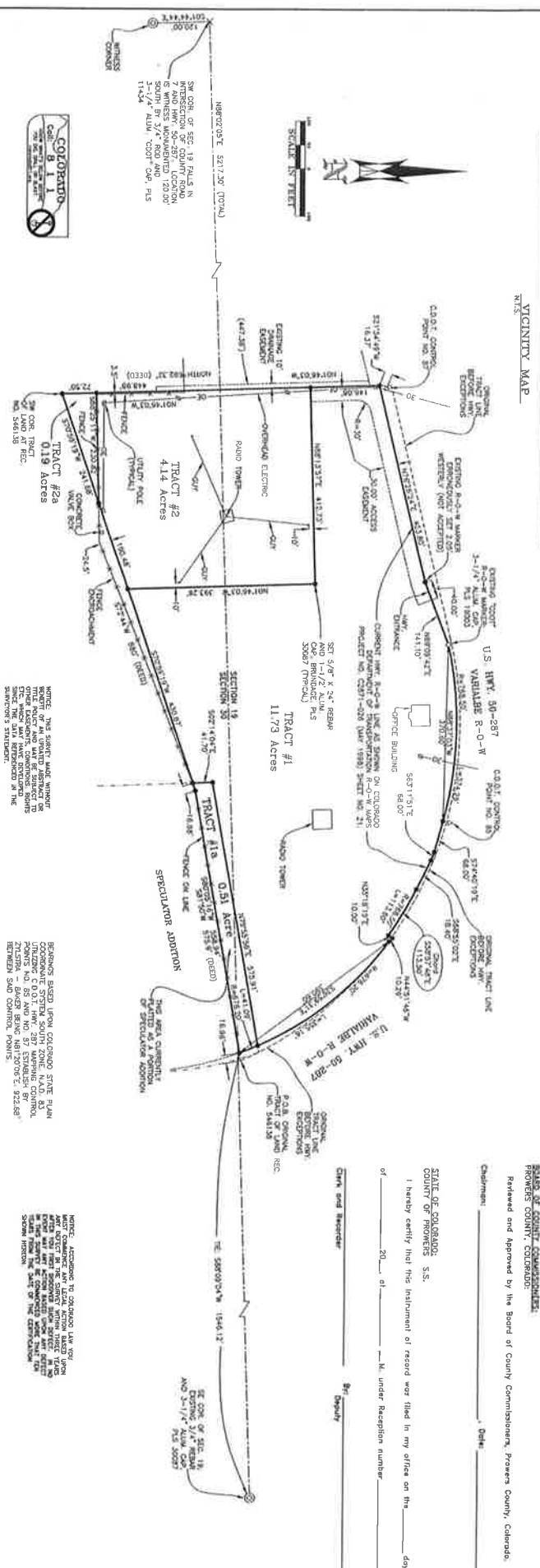
Chairman: _____, Date: _____

STATE OF COLORADO,
COUNTY OF PROWERS S.S.

I hereby certify that this instrument of record was filed in my office on the _____ day
of _____ 20____ at _____ M. under Reception number _____

Clark and Hecobet

Deputy



BEARINGS BASED UPON COLORADO STATE PLAIN
COORDINATE SYSTEM SOUTH ZONE, N.A.D. 83
UTILIZING C.O.I.T. HWY. 287 MAPPING CONTROL
POINTS NO. 85 AND NO. 97 ESTABLISH BY
ZYLSIRA - BAKER BEING N81°20'06"E. 922.68
BETWEEN SAID CONTROL POINTS.

NOTE: ACCORDING TO OREGONIAN LAW YOU MUST COME AND FILE ANY LEGAL ACTION UPON ANY DEFECT IN THE SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN A COURT ACTION BASED UPON ANY DEFECT IN THIS PARTY IS GUARANTEED MORE THAN FOUR YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

REINFORCE LAB SERVICES, INC.
 24 JENNY, CLINTON, N.Y. 12520-044
 PHONE: 518-383-4637
 FAX: 518-383-4638

BLSI

DATE	10/20/2011
PROJECT NO.	1070000000

SUBDIVISION
PLAT

PART OF THE S1/2 SEC. 19 & N1/2 SEC. 30, T22S
R. 16W., 5th P.M., PROWERS COUNTY, COLORADO

10

CLIENT	25-7 MEDIA, INC.
NAME	LAMAR

COLORADO

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4-9-2024

Submitter: Jana Coen, Clerk & Recorder

Submitted to the County Administration Office on: 4-1-2024

Return Originals to: Jana Coen, C&R

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Electronic Recording Technology Grant Award for Prowers County Clerk and Recorder's Office totaling \$12,410.00 for Fraud Notify Software and Tyler Payments Terminals, and authorizing Chairman Ron Cook to execute the document electronically by DocuSign.

Justification or Background:

Submitting grant application was approved on March 12, 2024 by the BOCC and County Attorney.

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):



ELECTRONIC RECORDING TECHNOLOGY BOARD

March 29, 2024

Jana Coen
Prowers County Clerk and Recorder
301 S. Main St., Ste. 210
Lamar, CO 81052

Dear Clerk Coen:

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a grant in the amount of \$12,410.00 from the Electronic Recording Technology Fund.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which the County agrees by accepting the Grant Funds.

Once you have reviewed the Grant Award Letter, please email Executive Director Michelle Batey at ertbexecutivedirector@gmail.com with the name, title, and email address of the County Commissioner who will sign the grant agreement. He or she will then be routed a grant agreement to sign through DocuSign. There will be no need to mail any hard copies of the grant agreement.

Additionally, please email an invoice to ertbexecutivedirector@gmail.com.

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 or by email ertbexecutivedirector@gmail.com.

Sincerely,

Chris Beall
Electronic Recording Technology Board

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Electronic Recording Technology Board, Colorado Department of State	Grant Amount State Fiscal Year 2023-2024 \$12,410.00 Total Grant Amount for all State Fiscal Years: \$12,410.00 Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.
Grantee Board of County Commissioners of Prowers County	
Grant Issuance Date The later of March 29, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date June 30, 2026	
Grant Authority §§ 24-21-401 et seq., C.R.S., particularly § 24-21-404, C.R.S.	
Grant Purpose By statute, Grant Funds are awarded to establish, maintain, improve, or replace a County’s electronic filing system. The purpose of this grant is described more fully in the County’s grant application (Exhibit A, Statement of Work).	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A, Statement of Work. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work.	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared Polis, Governor
Jena Griswold, Secretary of State
Electronic Recording Technology Board (ERTB)

By: Christopher Beall, Treasurer

Date: _____

PROWERS COUNTY
Board of County Commissioners of Prowers County
INSERT-Name & Title of Head/Chief Executive of County

By: _____

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**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.
- B. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- C. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- D. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- E. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- F. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- G. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- H. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- I. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- K. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- L. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- M. **“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.
- N. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- O. **“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 and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- P. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- Q. **“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.
- R. **“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.
- S. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- T. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- U. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter 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 Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred after the Grant Expiration Date.

B. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5B, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall maintain records that provide a complete audit trail of funds received and expended, and Grantee shall cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor.

Grantee shall maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, Grantee may use either general ledger fund accounting that tracks Grant Funds separately from other county funds or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment, and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).

In addition, Grantee shall provide proof of purchase by a signed contract for any new purchase. Contracts may be emailed to ERTB.Grants@sos.state.co.us.

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy,

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee and its Subcontractors shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. GOVERNMENTAL IMMUNITY

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

15. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter 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 Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Grant shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. 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.

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

References to “Contractor” and “Contract” within this section shall mean “Grantee” and “Grant” respectively.

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or

incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

EXHIBIT A, STATEMENT OF WORK
(GRANT APPLICATION)

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 4-9-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 4-3-2024

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing two (2) Members to the East Prowers Weed Control District Board for positions on the Board to fill two terms to expire January 2028.

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):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4-9-2024

Submitter: Admin

Submitted to the County Administration Office on: 4-3-2024

Return Originals to: Jana Coen and County Admin

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 968 for Carrigan
Excavating to install an irrigation line across CR 37.

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):

PERMIT NUMBER 968



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: CARRIGAN EXCAVATING **DATE:** 3/20/24
ADDRESS: 30687 CR 19 LAMAR CO

Your request for permission to install a IRRIGATION LINE ACROSS
CR 37 is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

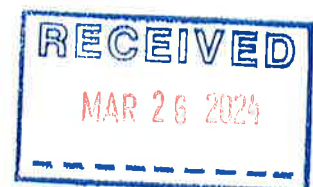
The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:



UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 968

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 1 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

By [Signature] 4/3/2024
Road & Bridge Supervisor (Date)

PROWERS COUNTY, COLORADO

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: _____ DATE: _____
.....
Please attach a work sketch of proposed installation.

RESOLUTION NO. 2010-12

PERMIT/ PENALTY FEE SCHEDULE UNDERGROUND AND UTILITY PERMIT

The Board of Commissioners of Prowers County, Colorado hereby adopts the following amended Permit/Penalty Fee Schedule, Resolution Nos. 2001-07, 2001-09 and 2005-02, and 2006-15 which will be effective the date hereinafter set forth, to cover administrative and other costs of the County permitting process. This Schedule may be amended or modified by the Board of Commissioners from time to time as is deemed necessary.

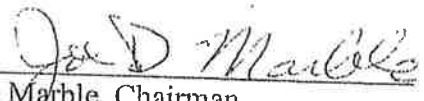
1. PERMIT FORM: The attached form of Underground and Utility Permit shall be obtained prior to commencement of any work. Said Permit shall be initially approved by the Road and Bridge Supervisor, and then submitted to the Board of Commissioners for final approval.
2. ROAD CUTS/BORE: The minimum fee for any crossroad cut, bore or other opening will be Seventy Dollars (\$70.00) per cut/bore plus a Fifty Dollar (\$50.00) Permit Fee. More than one crossroad cut/bore within the same county road may be included within a single Permit with an additional charge of Seventy Dollars (\$70.00) for each additional cut/bore. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
3. LONGITUDINAL USE: Longitudinal cuts, or the underground use of the County's road right-of-way without a crossroad cut of the road surface, will be charged according to the following fee schedule. These charges will be in addition to any fees for any crossroad cut(s) of the road surface, although the entire project will be subject to only one permit fee.
 - a. 0 -300 feet in length - Seventy Dollars (\$70.00) plus a Fifty Dollar (\$50.00) Permit fee. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
 - b. Additional fees for 301 feet and over in length - If the installation is beyond 300 feet, there will be an additional charge of Ten Cents (\$.10) per linear foot for every foot over 300 feet.
4. UTILITY POLES/ AERIAL CABLE PLACEMENT: A One Hundred Dollar (\$100.00) permit fee will be required per overhead road crossing. Placement of poles and the associated overhead cable in a roadway right-of-way will be charged at the rate of One Hundred Dollars (\$100.00) per mile.

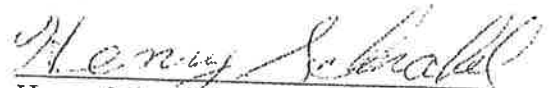
RESOLUTION NO. 2010-
Continued

**PERMIT/ PENALTY FEE SCHEDULE
UNDERGROUND AND UTILITY PERMIT**

5. PENALTY PERMIT: A Penalty Permit shall be issued to any Permittee commencing work prior to obtaining a Permit. The fee for this permit shall be the forgoing fees plus a penalty of Five Hundred Dollars (\$500.00). Said penalty fee may be waived by the Board of Commissioners for emergency work or other good cause in the Board's discretion.
6. ADDITIONAL COSTS: If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates. In the event of any litigation, Prowers County will be entitled to recover its reasonable attorney fees and costs, and venue shall be exclusively in the Prowers County, Colorado District Court. The Permittee and any contractor employed by Permittee shall be jointly and severally liable for all fees and costs.
7. WAIVER: The Board of Commissioners may waive all or a part of said fees for good cause as determined by the Board in its discretion.


Approved and signed this 27th day of May, 2010.


Joe Marble, Chairman


Henry Schnabel, Commissioner

Absent
Gene Millbrand, Commissioner

ATTEST:



Jana Coen
County Clerk

12

↑ 100 ↓

[Handwritten signature]

6. 2000

3/20/29



CARRIGAN EXCAVATING LLC
(719) 336-3313
30687 COUNTY ROAD 19
LAMAR, CO 81052



717 North Main Street
Lamar, CO 81052
719-336-3272
www.csb-lamar.com

024873

82-736-1021

3/25/2024

PAY TO THE
ORDER OF

Prowers County

\$ **120.00

One Hundred Twenty and 00/100*****

DOLLARS

Prowers County
301 South Main Street, Ste 215
Lamar, CO 81052

MEMO


AUTHORIZED SIGNATURE 

⑈024873⑈ ⑆102107364⑆ 05 000483⑈

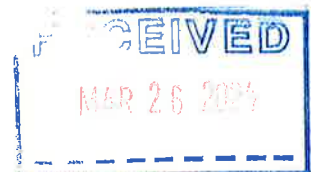
CARRIGAN EXCAVATING LLC
Prowers County

024873

Date	Type	Reference	Original Amt.	Balance Due	3/25/2024 Discount	Payment
3/25/2024	Bill	Carrigan Excavating	120.00	120.00		120.00
					Check Amount	120.00

Community State Ban

120.00



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/9/2024

Submitter: Rose Pugliese, County Attorney

Submitted to the County Administration Office on: 4/3/2024

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of adopting Resolution Opposing Illegal Immigration and Support for Uninvited Migrants.

Justification or Background: Request of the Commissioners

Fiscal Impact: None

This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 4/3/2024

Additional Approvals (if required):

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

THANK YOU!

**RESOLUTION
NO. 2024-5**

**OPPOSING ILLEGAL IMMIGRATION AND
SUPPORT FOR UNINVITED MIGRANTS**

WHEREAS, the Prowers County Board of County Commissioners strongly supports that any person immigrating to the United States should do so in a legal manner, following all applicable laws; and

WHEREAS, the present surge of uninvited migrants and/or illegal immigrants is negatively impacting numerous communities across the country; and

WHEREAS, the effects of the open border have become a state issue, overwhelming local government resources at the expense of Colorado taxpayers; and

WHEREAS, the saturation of the urban Colorado resources to support uninvited migrants and/or illegal immigrants has already led to some dispersion into rural areas of Colorado and creates the possibility of groups arriving in the Arkansas Valley and specifically, Prowers County; and

WHEREAS, Prowers County lacks the infrastructure and other resources necessary to accommodate any number of undocumented persons and/or illegal immigrants including sheltering, education, social services, public health, and public safety.

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

1. Prowers County will continue to place the needs of our local citizens first.
2. The Prowers County Board of County Commissioners calls upon the United States Congress as well as the United States Executive Branch to immediately restore the rule of law along the borders of the United States by enforcing existing laws and immediately creating a system to allow the reasonable vetting of migrants who may then enter the United States legally and become productive members of this country.

This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED this 9th day of April, 2024, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Thomas Grasmick, Vice-Chairman

Wendy Buxton-Andrade, Commissioner

ATTEST:

Jana Coen, County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/27/2024 email poll approval of letter of support for Bristol Improvement Board's Congressionally Directed Spending application.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 3/13/2024

Additional Approvals (if required):

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

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

March 27, 2024

Senator Michael Bennet

directedspending@bennet.senate.gov

Senator John Hickenlooper

[cgs@hickenlooper.senate.gov](mailto:cds@hickenlooper.senate.gov)

Dear Senators Bennet and Hickenlooper:

The Board of County Commissioners for Prowers County, Colorado, is pleased to write this letter in support of appropriating Congressionally Directed Spending (CDS) funds for the Bristol Improvement Board and their efforts toward construction of an ADA accessible parking lot at the Town of Bristol Senior-Community Center in Prowers County.

Prowers County has placed in-kind support for ongoing construction of the Bristol Senior-Community Center through soil base delivered to the building site by our Road and Bridge department. The Improvement Board has several fund-raising efforts in place and we applaud their vision for the Bristol Community.

We hope that you will give strong consideration to the Bristol Improvement Board's funding application to supplement the construction of the Center.

Thank you,

Board of County Commissioners for Prowers County, Colorado

A handwritten signature in blue ink that reads "Ron Cook".

Ron Cook, Chair

A handwritten signature in blue ink that reads "Thomas Grasmick".

Thomas Grasmick, Vice-Chair

A handwritten signature in blue ink that reads "Wendy Buxton-Andrade".

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/15/2024 email poll approval of Area Agency on Aging Title IIIB Grant application for senior service effective July 1 2024 to June 30, 2025.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 3/14/2024

Additional Approvals (if required):

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

THANK YOU!

**Title III Older Americans Act Services and/or
State Funding for Senior Services
Lower Arkansas Valley Area Agency on Aging
July 1, 2024 – June 30, 2025**

Applicant Agency	Prowers Area Transit
Service Area	Prowers County
Services to be Provided	Transit services
Funding Type Requested	Title IIIB
Project Director	Darren Glover
Address	200 East Hickory St, Lamar, Colorado 81052
Telephone and Fax	719-336-8039, Fax 719-336-8018
Email	dglover@prowerscounty.net
Type of Agency	County Department, County Government

Statement of Intent & Acknowledgment of Assurance of Compliance

This project plan is submitted for the period **July 1, 2024 – June 30, 2025**. The applicant agency identified will assume full responsibility to develop and administer the annual plan in accordance with the requirements of the Older Americans Act and related State Unit on Aging Policies & Procedures.

The applicant agency confirms it has received and understands the administrative requirements set forth in the Assurance of Compliance with the Lower Arkansas Valley Area Agency on Aging.

It is understood and agreed by the applicant agency that: (1) Funds contracted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and in accordance with the State of Colorado and the Administration on Aging of the US Department of Health and Human Services; (2) Any proposed changes to this proposal as approved will be submitted in writing by the applicant agency and upon notification of approval by the Lower Arkansas Valley Area Agency on Aging shall become a part of this agreement; and (3) Funds awarded as a result of this application may be terminated at any time for violation of any terms and requirements of this agreement and that applicants may be asked to accept a contract for a reduced amount of services with a proportional reduction in grant award dependent on total Federal and state funds available and passed through the Lower Arkansas Valley Area Agency on Aging.

Prowers County

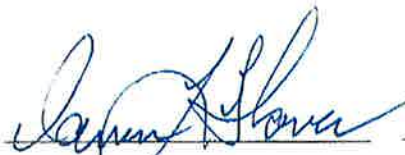
Service Area

Prowers Area Transit

Applicant Agency

Darren Glover

Printed Name, Project Director



Signature

3-19-2024

Date

Ron Cook

Printed Name, Authorized Official



Signature

3-19-2024

Date

Ron Cook

Printed Name, Project Advisory Board



Signature

3-19-2024

Date



*Powers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

**2024-2025 TITLE IIB OLDER AMERICANS ACT AND/OR STATE FUNDING
FOR SENIOR SERVICES**

SECTION 1. PROJECT DIRECTION

Powers Area Transit has since starting this project in the late 2000's encouraged the senior citizen residents of Powers County to utilize our transit system for their transportation needs. We serve all of Powers County which is 1,638 square miles. With a population of 11,854. We serve all cities within Powers County: Lamar, Wiley, Bristol, Hartman, Granada and Holly. The estimated population of 2,169 senior citizen residents here in Powers County. Powers Area Transit has provided transit services to all residents of Powers County since 1998. We do target the disabled, low income and senior citizen residents of Powers County. Powers Area Transit coordinates with all Senior living residences, Powers County Department of Human Services and all Senior Centers located in Powers County by providing brochures and listing of all services provided to the residents of Powers County at those locations. We also coordinate with the local radio stations and newspapers.

SECTION 2. PROJECT PLAN

The priorities for the grant cycle of 2024-2025 is as follows:

1. Update all transit service information at the following locations: senior living facilities; Department of Human Services; all Senior Centers in Powers County.
2. Continue to provide transit services to all senior residents of Powers County that request service.
3. Since the pandemic, our number 1 priority, is to provide a safe and dependable transit service to regain the trust of our senior residents. We have increased our ridership of senior residents since then.

Our expected outcomes for the 2024-2025 grant cycle is as follows:

1. Increased ridership from previous years.
2. Positive Feedback from the senior residents through the yearly passenger survey.
3. The ability to state that Powers Area Transit has regained the positive feedback that the senior residents of the county trust the service not to endanger the health of the senior residents who choose to utilize the service.



*Powers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

2024-2025 TITLE IIIB OLDER AMERICANS ACT AND/OR STATE FUNDING FOR SENIOR SERVICES

SECTION 3: OUTCOMES

Core Outcomes:

1. The senior residents who utilize our transit service continue to utilize the resources and businesses in the county independently as they see fit.
2. The senior residents who utilize our transit service to visit family and friends when they want and to attend any county event independently as they see fit.
3. To be able to maintain their own health benefits and dr. appointments independently.
4. To maintain an independent living situation (i.e. living in their own house or apartment)
5. To maintain an independent level of safety.

Intervening Outcomes:

1. To be able to contact this transit service to book their own rides to connect to the resources they need to be independent.
2. To be able to connect to this transit service and be able to have access to the 'rides' when they need them.
3. To be able to have the best possible service provided to them on a constant basis.
4. Powers Area Transit is the only public access transit service in Powers County. Open to all of the residents of Powers County, targeted service to the senior citizen, disabled and low-income residents of Powers County.

SECTION 4: INFORMATION AND ASSISTANCE SERVICES

Powers Area Transit will maintain an updated transit services brochure and Senior Citizen brochure and make available to all who request it. Powers Area Transit will supply all Senior Citizen housing area; Senior Center and local Community Centers with updated brochures and informational flyers. We can evaluate the effectiveness of this by the number of brochures and flyers that have to be resupplied to a location as well as the number of new senior citizen riders (clients). Powers Area Transit will maintain coordination with local and governmental organizations on new opportunities, benefits and services for the senior residents of Powers County. Powers Area Transit staff and drivers will refer our senior residents of any resource that they requested or needed.



*Powers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

SECTION 4: INFORMATION AND ASSISTANCE SERVICES (CONTINUED)

Powers Area Transit staff will constantly assess our senior riders (clients) needs and to inform them of opportunities and services and assist them utilizing the opportunities and services available here in Powers County.

SECTION 5: TARGETING

With Powers County in the 2018-2022 Census era, having 11,854 in population and of that having 18.6% or 2,204 residents below the poverty level. With 18.3% of the population over the age of 65 or 2,169 individuals. 12.3% of the population with a disability or 1,458. Powers Area Transit is needed more and more. With our brochures, newspaper and radio information ads, but especially the 'word of mouth' Powers Area Transit's service after the pandemic is increasing in ridership every month. With our grants, we target the disabled, rural, senior citizen and disadvantaged residents of Powers County to assist them in several different ways to get them transit services, information of resources and services that they require to maintain their independent living, health standard and economic participation for years to come. With our yearly passenger survey and with our passengers letting us know what is happening for them we can increase, or adjust our services where it is needed the most.

SECTION 6: OUTREACH SERVICES

Powers Area Transit has provided the 4,789 Hispanic residents of Powers County our transit services in their native language (Spanish) and also can provide a translator when and if needed. Powers Area Transit will continue coordinating with Powers County Department of Human Services in assisting and identifying residents who are socially/economically disadvantaged, minorities, and/or rural. Also, in helping those residents in utilizing Powers Area Transit for their transportation needs. Powers Area Transit will continue in providing transit service informational items to all locations previously mentioned in this narrative. This will provide the necessary information and transit services to all residents, especially senior citizens, disabled, disadvantage, low-income and rural residents of Powers County. We will continue to coordinate with the senior center in Powers County, not only to supply them with the necessary information and resources but to identify and assist new clients with their transportation and/or services they require.



Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052

719-336-8034 Fax: 719-336-8018

SECTION 7: ADDITIONAL INFORMATION

Prowers Area Transit has received funding from LAVAAA since approximately 2003. We have received funds from approximately \$4,500 to over \$25,000 through the years. We have had several years we could not fully expend our allocated funds. In the future we will be planning ahead of time on how to fully expend the funds. We are now only applying for one section of Title IIIB funding Transportation. We will use the previous year's total reimbursement and get an average for the fiscal year of the grant.

Budget Worksheet for Title III-B

State Fiscal Year: 2025

July 1, 2024-June 30, 2025

Provider Name

Prowers Area Transit

Please enter your Budget in the white areas. Shaded and colored areas will calculate automatically.

Description of Expenses	Title III-B	Local Cash Match	In Kind Match	Program Income	Total Expense Budget
Personnel	\$ 21,000	\$ 2,334	-	\$ 2,400	\$ 25,734
Travel					\$ -
Equipment					\$ -
Other Costs					\$ -
Total Expenses	\$ 21,000	\$ 2,334	-	\$ 2,400	\$ 25,734

Local Cash and/or In Kind Match Calculator:

Minimum Match (Local Cash and/or In Kind) based on Total Title III-B Request		Total Match (Local Cash + In Kind) Budgeted:		Additional Match Needed (or More than Needed)	
	\$ 2,334		\$ 2,334		\$ -

Note: Title III-B requires a 10% Local Cash and/or In Kind Match.

SERVICES WORKSHEET FOR TITLE III-B & SFSS (General Fund) Services

State Fiscal Year: 2025

Provider Name:

Prowers Area Transit

July 1, 2024-June 30, 2025

Please enter amounts in the LIGHT COLORED areas ONLY. Darker areas will calculate automatically. (Gray areas are not used.)

SERVICE	COSTS BY FUNDING SOURCE					TOTAL UNITS OF SERVICE	UNDUPPLICATED REGISTERED PERSONS						TOTAL UNDUP. PERSONS
	TITLE III-B	LOCAL CASH	IN-KIND	PROGRAM INCOME	TOTAL BUDGET		UNIT COST	RURAL PERSONS	LOW INCOME PERSONS	MINORITY PERSONS	LOW INCOME MINORITY	DISABLED PERSONS	
GENERAL SERVICES													
Chore						\$ -							-
Homemaker						\$ -							-
Personal Care						\$ -							-
Transportation	\$ 21,000.00	\$ 2,334.00	\$ -	\$ 2,400.00	\$ 25,734.00	\$ 5.00	5,147	61	48	11	9	13	142
Other Services (Specify)						\$ -							-
OTHER COMMUNITY BASED SERVICES													
Adult Day Care						\$ -							-
Case Management						\$ -							-
I & A (ADRC)						\$ -							-
Sr. Center Operations						\$ -							-
Other Community Based Services (Specify)						\$ -							-
LAVACA SERVICES													
Administrative						\$ -							-
Legal Services						\$ -							-
Material Aid						\$ -							-
Ombudsman						\$ -							-
TOTAL III-B SERVICES	\$ 21,000.00	\$ 2,334.00	\$ -	\$ 2,400.00	\$ 25,734.00		5,147	61	48	11	9	13	142

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 4/2/2024 email poll approval of Service Agreement between CTL Thompson, Inc and Prowers County for CTL to complete geotechnical drilling and testing off of Saddle Club Drive, totaling \$4,900, and authorizing Ron Cook to execute the document.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 3/15/2023

Additional Approvals (if required):

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

THANK YOU!

Proposal



February 16, 2023

Revised March 14, 2024

Prowers County
301 South Main Street, Suite 215
Lamar, Colorado 81052

Attention: Mr. Mark Westhoff

Subject: Proposal for
Geotechnical Investigation,
Prowers County Fire Station
South Main Street and Saddle Club Drive
Lamar, Colorado
CTL|T Proposal No. SC-23-0012 R3

We understand Prowers County requested a Geotechnical Investigation be prepared on for the design construction of the proposed Prowers County Fire Station to be located at the west of the intersection of County Road Ff.5 and Saddle Club Drive in Lamar, Colorado. The proposed fire station is to be a single-story building and consist of just over 10,000 square feet. A total of five truck bays will be included in the north two-thirds of the building. Living areas and offices will be located in the south one-third of the proposed building. Construction will include CMU block walls at the truck bays and light gauge metal framing in the living and office area. Exterior finish will include brick veneer, stucco, and metal siding. Our understanding of the project is based on an email conversation with the owner on January 27, 2023 and a site plan dated December 16, 2022. A more recent email provided new information regarding the planned construction on March 13, 2024.

We propose to investigate the subsurface conditions and prepare a design level Geotechnical Investigation for the proposed fire station by drilling two (2) exploratory borings within the building footprint. The borings will be drilled using a continuous-flight, power auger and truck mounted drill rig to depths of between 20 and 30 feet below existing ground surface, or to practical drill rig auger refusal, whichever occurs first. We will contact Colorado 811 to request utility locates prior to the commencement of drilling.

We will perform laboratory testing on samples obtained from the exploratory borings to evaluate their swell or consolidation potential as well as necessary engineering properties to provide design and construction criteria for foundations, floor systems, as well as surface and subsurface drainage precautions. Additionally, we will discuss pavement design section alternatives for the parking lot and drive lanes. Our scope of services is described in more detail in Exhibit A.

Our Geotechnical services will be provided for a lump sum fee of \$4,900. Drilling may be impacted by weather and availability. We will notify you of any delays that may occur. Verbal information should be available within about a week or two following the completion of drilling operations.

Proposal

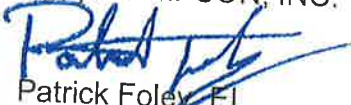


If you would like us to proceed, please return an executed copy of the Agreement or authorize us to proceed subject to the terms of the Agreement. If you have any questions or require additional information, please call.

We appreciate the opportunity to be of service to yourself. Should you have any questions or if we may be of further assistance, please call.

Sincerely,

CTL|THOMPSON, INC.


Patrick Foley, EI
Staff Engineer

Attachment: Service Agreement
Exhibit A: Geotechnical Investigation

Via email: MWesthoff@prowerscounty.net

Service Agreement



Parties	This Agreement is entered into this 14 th day of March 2024 between Prowers County, 301 South Main Street, Suite 215, Lamar, Colorado 81052 , referred to herein as "Client" and CTL Thompson, Inc., 5170 Mark Dabbling Boulevard, Colorado Springs, Colorado, referred to herein as "CTL."
Project	Client retains CTL to provide consulting services in connection with Prowers County Fire Station, South Main Street and Saddle Club Drive, Lamar, Colorado , referred to herein as "Project." Client's relationship to the Project is that of "Owner."
Scope	The scope of CTL's services is set forth in Exhibits A, which are part of this Agreement.
Fee	<p>CTL agrees to services set forth in this Agreement for a Lump Sum fee of \$4,900.</p> <p>Post-report consultation will be invoiced on a time and materials basis, as set forth in CTL's current Fee Schedule.</p> <p>The quoted fee shall remain available to Client for 30 days from the date of this Agreement, after which CTL may increase the fee.</p> <p>If Client desires to change CTL's scope of services, Client and CTL shall execute a written addendum to this Agreement setting forth CTL's revised scope of services and fee.</p>
Invoices	CTL may submit interim invoices to Client and will submit a final invoice upon completion of its services. Invoices will detail charges for different personnel and expense classifications, a lump sum fee, or a percentage of completion, as appropriate. A more detailed itemization of charges and back-up data will be provided at Client's request. Payment is due upon presentation of each invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
Right-of-Entry	Client shall arrange for and provide CTL with safe access to the Project property, including access for necessary equipment, to allow CTL to complete its services. While onsite, CTL will take reasonable precautions to minimize damage to the Project property, but Client agrees that in the normal course of work some damage may occur, the correction of which shall not be CTL's responsibility.
Utilities	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL's services. Client agrees to defend, indemnify and hold CTL harmless for damage to utilities or subterranean structures that are not correctly located by Client or the responsible utility.
Samples	CTL will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested, if any, will be disposed of after testing. Further storage or transfer of samples can be arranged at Client's expense, upon written request.

Service Agreement



Ownership of Documents

CTL retains ownership and copyrights of all work product, reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents CTL prepares in connection with this Agreement. Client is licensed to use these Instruments of Service solely for the purpose they were prepared in furtherance of this Agreement. Client shall not reproduce, use or alter CTL's Instruments of Service for other projects, or for making future modifications to the Project, without CTL's prior written consent. If CTL terminates this Agreement for non-payment, Client shall not be entitled to use CTL's Instruments of Service for any reason.

CTL shall retain delivered Instruments of Service in electronic form for five (5) years following completion of its services, during which period the Instruments of Service shall be made available to Client during regular business hours.

Job Site

Client shall require the construction contractors and subcontractors to assume sole and complete responsibility for job site conditions at the Project, including the safety of persons and property, and for construction means, methods, techniques and sequences. Accordingly, Client shall defend, indemnify and hold CTL harmless from all claims for personal injury or property damage sustained due to the negligence of any contractor, subcontractor, or other person not under the control of CTL; i) in safeguarding the worksite, ii) for using unacceptable materials in construction, iii) in constructing the Project, and iv) for claims arising under workers' compensation laws.

Standard of Care

CTL shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTL makes no express or implied warranty in connection with the performance of its services.

Client acknowledges that subsurface conditions may vary from those CTL encounters at the location where CTL performs borings, test pits, surveys, or explorations (if any) and that CTL's data, interpretations and recommendations are based solely on the information available to it. Client also acknowledges that the performance of soils depends on variables beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of soils at the Project property. CTL will be responsible for its data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

Limitations on Claims

Any claim or cause of action between Client and CTL including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable statutes of limitation and repose shall commence to run no later than the date of substantial completion of CTL's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice under this Agreement.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services CTL provides pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent any other person or entity benefits from the services CTL provides, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

~~Client and CTL waive claims against each other for consequential, incidental, indirect, special, exemplary or punitive damages arising out of the services CTL performs pursuant to this Agreement. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation, for delay damages of any kind, for lost management and labor productivity, lost opportunity to complete other projects, and for increased construction and financing costs. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.~~

Service Agreement



Limitation of Liability	Client agrees CTL's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expert fees, attorney fees, and interest) arising out of CTL's services for the Project shall be limited to the greater of \$25,000 or CTL's fee for the services rendered pursuant to this Agreement. This limitation shall apply regardless of the nature of the claim made or the theory of liability pursued, including but not limited to, negligence, strict liability, breach of contract, breach of warranty, contribution, and indemnity. CTL will have no liability to Client or others for damages resulting from the failure of Client or others to follow CTL's recommendations.
Value Engineering	If Client directs CTL or others to revise the Construction Documents to include value engineering, value reduction, or substitution proposals (VE Proposals) made by others, and CTL does not recommend acceptance of the VE Proposals, then Client shall release, indemnify, and defend CTL from and against all claims, damages, losses, liabilities, costs and attorney fees arising from the inclusion of the VE Proposals into the Project.
Insurance	CTL represents that it, its employees, and the consultants it retains are protected by worker's compensation insurance, and that CTL has such coverage under commercial general liability, property damage, and professional liability insurance policies as CTL deems to be adequate. CTL will provide Certificates for these insurance policies to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of these insurance policies.
Termination	Either party may terminate this Agreement for cause upon seven (7) days written notice if the other party substantially fails to perform its obligations hereunder. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Client shall pay CTL for services performed to the termination notice date, plus reasonable termination expenses.
Hazardous Materials	Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project property and has informed CTL of any information or findings relative to the possible presence of hazardous materials. Should unanticipated hazardous materials be discovered in the course of CTL's performance of its services, such discovery shall constitute a changed condition mandating a renegotiation of the scope of services, or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to pay CTL for costs incidental to taking such measures and for necessary decontamination or replacement of affected equipment. CTL agrees to notify Client promptly when it encounters unanticipated or suspected hazardous materials. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify, and hold CTL harmless from all liability arising from discovery by anyone of hazardous materials or suspected hazardous materials.
Humidity, Moisture Vapor & Mold	Unless specifically stated, services intended to control humidity, moisture vapor, and mold are expressly excluded from this Agreement. Client acknowledges that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires services intended to reduce humidity, moisture vapor and mold, CTL can provide such services for an additional fee. If such services are not expressly undertaken by CTL, Client agrees to indemnify, defend and hold CTL harmless from all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the presence of humidity, moisture vapor or mold.
Work by Others	In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of information, reports, recommendations, and design services provided by Client, contractors, or other consultants, and CTL shall have no liability for claims or damages resulting from errors and omissions in the same.

Service Agreement



CTL | THOMPSON

Applicable Law The law of the State of Colorado shall govern the validity of this Agreement, and its interpretation, enforcement, and performance. Should any provision of this agreement be found to be unenforceable, the remainder of this Agreement shall nonetheless remain valid and binding.

Entire Agreement This Agreement shall be the entire agreement between Client and CTL and shall supersede any other agreement relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, if Client authorizes CTL to proceed with its services or if CTL begins performance of its services, this Agreement shall become an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

Authorization CTL



Signature

Patrick Foley, El

Name

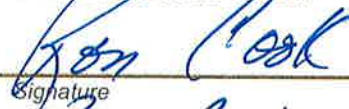
Staff Engineer

Title

March 14, 2024

Date

Board of County Commissioners Chairman Ron Cook



Signature

Ron Cook

Name

BOCC Chair

Title

4-2-2024

Date

Exhibit A

Scope of Services



GEOTECHNICAL INVESTIGATION

1. Field-locate the general area of planned exploratory borings and notify the Utility Notification Center of Colorado (UNCC) to identify public utilities in the vicinity of the proposed test holes.
2. Drill two (2) exploratory borings within the proposed fire station footprint. The borings will be drilled to depths of between 20 to 30 feet or to practical auger refusal, whichever occurs first. The boring will be drilled using a 4-inch diameter, continuous-flight, power auger truck mounted drill rig. Drilling operations will be under the supervision of our representative who will log the subsurface conditions found.
3. Sample the borings at 5 to 10-foot intervals, or where significant stratum changes are detected using either a standard split-spoon or modified California barrel. Bulk samples will be obtained from the upper 4 feet of each test hole.
4. Conduct laboratory testing of the samples to evaluate soil classification and engineering properties of the soils and bedrock encountered.
5. Analyze the results of the field investigation and laboratory tests to develop an opinion regarding alternatives for foundations and floor systems.
6. Summarize the results of the field investigation, laboratory tests, and analyses in an engineering report that will include the following data and recommendations:
 - a. A figure of the site showing the approximate boring locations;
 - b. Graphical and written descriptions of soil, bedrock, and groundwater conditions encountered in the borings;
 - c. Discussion of potential foundation systems;
 - d. Design criteria for recommended foundation systems;
 - e. Recommendations regarding floor systems and slab-on-grade construction;
 - f. Recommendations regarding the foundation concrete with respect to potential for sulfate attack;
 - g. Recommendations regarding pavement design sections; and
 - h. Recommendations regarding foundation wall backfill and surface drainage precautions.
7. Submit one (1) PDF copy of the completed Geotechnical Investigation report signed by a Professional Engineer licensed to practice in the State of Colorado. Paper copies can be provided at your request.
8. The client, through their consultant, will provide an electronic base map for our use in preparing the soils report.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/22/2024 email poll approval of SECOG mini-grant application for Prowers County Fairgrounds Pavilion Sound System totaling \$6400 and authorizing BOCC Chair Ron Cook to sign the application.

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):

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

THANK YOU!



SOUTHEAST COUNCIL OF GOVERNMENTS 2024 TECHNICAL ASSISTANCE GRANT APPLICATION

Funded by the Southeast Council of Governments
in cooperation with the Colorado Department of Local Affairs Energy and Mineral Impact Assistance Program

SECOG is soliciting proposals for technical assistance projects from its membership. A total of \$120,000 is available to fund 2024 technical assistance projects for dues paying members only, which amounts to a total of \$20,000 per county.

This Grant Application Package contains the following:

- ◆ 2024 Technical Assistance Grant Guidelines
- ◆ 2024 Technical Assistance Grant Application Form

Applications for SECOG's Technical Assistance Grant Program are **due by 5:00 p.m. on Friday, March 22, 2024. All grant applicants will be required to make a five-minute presentation at the April 24, 2024 SECOG meeting at the Southeast Colorado Enterprise Development Office, Lamar, CO.** The SECOG Board will make funding recommendations at that meeting. Projects will be notified of decisions on April 25, 2024 and required to sign an MOU with SECOG. Projects will be allowed to commence on May 1, 2024, or as soon as you return the signed MOU and will be required to be completed by March 31, 2025. This is a reimbursement grant program and funds can be paid to grantees on a dollar for dollar cash match basis as the project progresses.

EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.

***** \$10,000 total project cap on all projects (\$5,000 grant / \$5,000 match)*****

This is a regional grant program covering 6 counties, Baca, Bent, Crowley, Kiowa, Otero and Prowers, and their respective municipalities. We are encouraging at least 4 applications per county, however this is not a requirement. This program is an opportunity to get small projects grant funded (up to \$5,000 grant) with a required match equal to the amount of grant awarded (please note the match can be greater than the amount of the grant). Based on the number of applications received, it may be competitive. Again, the amount allocated to each county is \$20,000 and we encourage at least 4 projects.

Please submit completed applications to:

Southeast Council of Governments
Attn: Stephanie Gonzales
P.O. Box 1600
Lamar, CO 81052
or Fax: 719-336-3835
or email to seced@seced.net

When emailing your project, please put **"2024 SECOG APPLICATION"** in the subject line.

If you have any questions regarding SECOG's Technical Assistance Grant Program, please contact Stephanie Gonzales at 719-336-3850.

2024 TECHNICAL ASSISTANCE GRANT GUIDELINES

Preference given to:

- ◆ Communities with mining, oil, and gas employment;
- ◆ Small towns, particularly those that lack adequate staff; and
- ◆ Economically challenged communities with the eligible categories as follows:
 - ◆ Community and economic development projects
 - ◆ Small scale capital improvements projects
 - ◆ Planning studies/analysis; and
 - ◆ Training or meeting facilitation

Types of Grants:

- ◆ **CASH AWARDS** will be made in the amounts determined by the SECOG Board (each individual project is capped at \$5,000), for a total program expenditure not to exceed \$120,000.00 for the region
- ◆ **EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.**

After the grants have been awarded, any funded projects seeking approval for a change in scope will be required to submit the request in writing to the SECOG Board for approval.

The SECOG board reserves the right to adapt these guidelines to serve the needs of communities and to make adjustments to the amount of available funding.

Use of Grant Funds:

Funds may be used to hire contractors and pay related expenses.

Examples of other eligible uses of funds include:

- Research
- Special land use planning projects such as open space preservation, trail planning, design guidelines, and wildlife preservation.
- Training
- Meeting facilitation
- Design plans/ Planning studies/analysis for municipality/county use
- Workshops/Tradeshow
- Community survey costs
- Prototype projects
- Facade improvements
- Energy efficiency assessments and improvements
- Main Street/Community assessments
- Community mapping
- Small scale capital improvements projects
- Development of marketing/promotional resources such as a website for the municipality or county

Grant funds MAY NOT be used to supplant regularly budgeted staff or project funds.

Grant funds MAY NOT be used to purchase equipment or real property of any type.

Grant funds MAY NOT BE MATCHED BY OTHER DOLA GRANT FUNDS.

Cash match must be in the form of other non-DOLA funds.

Documentation of cash expenditures must follow the Department of Local Affairs process including:

- 1) When applicable, contractor bidding must be open and competitive. Obtain and/or document at least 3 telephone bids.
- 2) Submit a final one-page report of the project accomplishments and send a copy of the completed project deliverables to SECOG, if appropriate.
- 3) Submit a copy of all invoices and expenses paid for contract services. Reimbursements will be made on a dollar for dollar basis up to the amount awarded.

Example of Reimbursement process:

\$8,500 total project.

Project mini-grant award = \$4,250

Cash match from project = \$4,250

1st request for reimbursement: The project submits invoices of \$3,000, a reimbursement check will be issued for \$1,500, the remaining \$1,500 will be credited to match.

2nd request for reimbursement: The project submits invoices of \$4,000, a reimbursement check will be issued for \$2,000, the remaining \$2,000 will be credited to match.

This will continue until the project reaches total expenditures of \$8,500 (where grant of \$5,000 & match of \$5,000 is met).

Recipients of cash awards will sign a letter of agreement including these guidelines.

Again, this is a reimbursement grant in that grant funds can be reimbursed on a dollar for dollar cash match basis to the grantee as the project progresses.

SECOG 2024 TECHNICAL ASSISTANCE GRANT APPLICATION

1. **Jurisdiction** | **Prowers County**

2. **Name of Person Completing Application** | **Mark Westhoff**

Address | 301 S Main Street, #215, Lamar, CO 81052

Phone Number | 7193368025 **Email address** | ctyadmin@prowerscounty.net

3. **Project Title** | **Fairgrounds Pavillion Sound System**

4. **Name and Title of Person Responsible for Completion of Project :**

| **Faron Williams, Facilities and Maintenance Director**

Address | 301 S Main Street, #215, Lamar, CO 81052

Phone Number | 7196882725 **Email address** | fwilliams@prowerscounty.net

5. **Amount Requested \$** | **3,200** (not to exceed \$5,000)

6. **Category of Application (you may choose more than one)**

☐ Community with Mining, Oil & Gas Employment - Number of employees:

☐ Small Community, particularly lacking adequate staff

☒ Economically Challenged Community

☐ Other:

7. **Describe in detail the rationale for your choice of category(s) in question #6.**

Prowers County is an Economically Distressed Community and a Disadvantaged Community by State and Federal metrics. We qualify as an Enterprize Zone through OEDIT and have a decreasing population. Prowers County depends on Property Tax revenue, which has decreased the last three years, and Sales Tax revenue to supplement our General Fund, so there is not an abundance of funds for special projects beyond vital infrastructure improvements.

8. Please provide the following information. Provide a separate attachment if necessary (two pages maximum):

A. Briefly describe the project. Why is the project needed at this time? How does the implementation of this project address the need?

The Prowers County Fairgrounds Pavillion is lacking an adequate sound system. During the Sand and Sage Roundup, Prowers County Fair, in particular residents are often unable to hear the many events being held in the Pavillion. A new sound system would greatly improve community involvement during the Fair and other public events held at the Pavillion, including the Tri-County 9/11 Memorial Tribute.

B. What measurable results do you expect? How will these results be measured?

Increased public enjoyment and involvement with events held at the Fairground Pavillion. Informal polling during the Fair and other large events can measure public sentiment.

C. How could this project be useful to other jurisdictions in the region? Is it something that could be replicated by another jurisdiction?

The Sand and Sage Roundup, Prowers County Fair, draws in residents from communities all over SE Colorado and other events held at the Pavillion do so as well. Other jurisdictions can easily replicate the project at their own Fairgrounds if their residents believe our sound system is helpful during those events.

D. Assuming the project is funded, when will it begin and what is the timeframe for completion?

Once we receive notice that the grant is approved, we will place the order immediately and complete the project as soon as the sound system is delivered. This could likely be completed within 1-2 months of approval.

E. Total Cost of Project \$ 6400

Cash Match Committed \$ 3200

EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.

CASH MATCH MAY NOT BE MATCH FROM OTHER DOLA GRANT FUND SOURCES.

F. Please provide a budget for your project clearly listing both (grant & match) revenues and the expected expenses in a table format.

G. What is your jurisdiction's 2024 General Fund Budget Total: \$ 11,799,067

H. What is your jurisdiction's 2024 General Fund - Fund Balance (do not include restricted funds i.e. TABOR reserve) \$ 512,514

By checking the 'I Accept' box, I confirm that:

This application, agreements ancillary to this application, and related documents entered into in connection with this application and resulting agreements are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

☒ 'I ACCEPT'

Click or tap here to sign

Signature of Person Submitting Application:

☒ 'I ACCEPT'

Click or tap here to sign

Signature of Jurisdiction's SECOG Representative

(please be advised, we will forward application to appropriate rep for signature - see list on following page)

Applications are due before 5:00 p.m. on March 22, 2024 to:

You may download and save this file to your desktop using the "Save As" function for editing application. When saving the file, it is recommended that you rename the file in the following format:

"NAME OF YOUR PROJECT" SECOG 2024

When completed, you may print the application, request the appropriate signatures and return the application either by postal mail, fax or scanned & emailed – or - it may be dropped off at our office.

When emailing your project, please put **"2024 SECOG APPLICATION"** in the subject line.

SECOG
Attn: Stephanie Gonzales
P.O. Box 1600
112 West Elm Street
Lamar, Colorado 81052
- or - fax- 719-336-3835
- or -email to seced@seced.net

SECOG Jurisdiction Representatives

<u>Baca</u>	Bent	<u>Crowley</u>	Kiowa	<u>Otero</u>	Prowers
Rick Butler	Ron Clodfelter	Roy Elliott	Michelle Nelson	Bill Jackson	Kirk Crespín
Shiloh Freed	Jean Sykes	Blaine Arbuthnot	Donald Oswald	Danelle Berg	Ron Cook

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/28/2024 email poll approval of grant application for Congressionally Directed Spending for the Prowers County Rural Fire Station project, including signed letter of support to Senators Bennet and Hickenlooper, and authorizing County Administrator Mark Westhoff to submit the application electronically.

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):

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

THANK YOU!



FY25 Congressionally Directed Spending Official Request Form for U.S. Senators Michael Bennet and John Hickenlooper

message

Google Forms <forms-receipts-noreply@google.com>
From: mwesthoff@prowerscounty.net

Thu, Mar 28, 2024 at 10:39 A

Google Forms

Thanks for filling out FY25 Congressionally Directed Spending Official Request Form for U.S. Senators Michael Bennet and John Hickenlooper

Here's what was received.

FY25 Congressionally Directed Spending Official Request Form for U.S. Senators Michael Bennet and John Hickenlooper

Please submit your Congressionally Directed Spending (CDS) request for fiscal year 2025 (FY25) by **11:59 PM MT on Friday, March 29th.**

As our offices work to secure important federal funding for Colorado, we welcome CDS requests for the upcoming FY25. The CDS process is an opportunity for state and local government entities and nonprofits to request funding from members of Congress for specific projects in their home states. Funding for projects, if selected by the Senate Committee on Appropriations and ultimately passed into law by Congress, would be distributed as part of the federal appropriations process during FY25.

Senators Bennet and Hickenlooper are providing a joint application process for FY25 CDS projects. Applicants will be able to complete *one* application form which will be received by both offices. **Each Senator will then review project requests and submit to the Senate Committee on Appropriations individually.**

Please ensure your submission is consistent with the guidelines set by the Senate Committee on Appropriations. Our staff will carefully review all requests. Please note the submission of requests **does not** guarantee funding. If you have any questions, please contact one of our regional offices. You can find office locations and contact information for Senator Bennet [here](#) and Senator Hickenlooper [here](#).

governments or community leaders that details the community benefits and support for the project. Please email your letter of support to both cds@hickenlooper.senate.gov and directedspending@bennet.senate.gov.

Please provide your email address below to receive a copy of your request responses. If you would like to review the full form, please view [this PDF](#).

If you are looking for the FY25 programmatic request form, please visit our websites: [Senator Michael Bennet Programmatic Request Form](#) and [Senator John Hickenlooper Programmatic Request Form](#). Note: the senators have separate programmatic request forms.

Email *

mwesthoff@prowerscounty.net

Primary Contact Information

Please provide information for the primary point of contact from the requesting organization or government entity. This individual is the person who will be contacted by the agency for dispersal of funds. Their personal contact information will not be publicized.

First and Last Name *

Ron Cook

Organization *

Prowers County

Title *

Chairman, County Commissioner

Phone *

Email *

rcook@prowerscounty.net

Street Address *

301 South Main Street, #215

City *

Lamar

State *

CO

Zip Code *

81052

Is this form being filled out by the point of contact listed above? *



Yes



No

Your Contact Information

If the individual completing this form is not the primary point of contact for the requesting organization or government entity, please provide your contact information below. This information should be for the person that our office will correspond with regarding any questions for the proposal itself. Your contact information

First and Last Name *

Mark Westhoff

Organization *

Prowers County

Title *

County Administrator

Phone *

7193368025

Email *

mwesthoff@prowerscounty.net

Title *

County Administrator

Organization Street Address *

301 S Main Street #215, Lamar, CO 81052

Project Information

Project Title *

Prowers County Rural Fire Station

Statement of Project Purpose: Please provide a brief description of the project, including the specific activities that will be funded and its benefit to the community.

*

Prowers County intends to build a new Rural Fire Station to better provide public safety services to the region. Right now, Prowers County Rural Fire shares a fire station with the City of Lamar, which has become overcrowded and tightly packed with trucks. Depending on the kind of call, moving the trucks around the joint fire station to respond to a call can take 5-10 extra minutes. To add even more concern, nearly all Prowers County fire and rescue equipment is stored in that one location, which sits to the north of the railroad tracks that bisect Lamar and Prowers County from east to west. If a train is blocking the main crossings in Lamar - which is not an infrequent occurrence - and Prowers County Rural Fire is dispatched to a call south of town, they must drive over 3 miles to the nearest crossing outside of town. With this project, we intend to construct a simple fire station on the south side of Lamar to alleviate overcrowding at the shared station, reduce response time for all County residents, and diversify the available equipment on the north and south sides of the railroad tracks. The new fire station will also include offices, public meeting spaces, training facilities, showers, and bunks for our volunteers. These amenities will not only benefit our current volunteer corps and the residents they serve, but we also hope the upgraded facilities can help us draw a new batch of volunteers to continue serving into the future. We are seeking funding to help with the full design-build process for this fire station, from engineered drawings through to final finishes.

Exact Project Address *

2600 Saddle Club Drive, Lamar, CO 81052

County where the project is located *

Prowers

Proposed project start date: *

MM DD YYYY

02 / 03 / 2025

Proposed project completion date: *

MM DD YYYY

05 / 05 / 2025

Describe how the proposed project purpose is consistent with the activities and mission of the federal agency which would fund the project. If you are unsure of which agency you are requesting funding from, please identify which agencies best oversee the project's purpose. *

We are submitting this request through the USDA Community Facilities program. This program aims to help construct essential community facilities in rural areas with no more than 20,000 residents and especially those areas with median household incomes 70% of the State median household income. Prowers County has 11,999 residents according to the 2020 Census and a median household income sitting at 51% of the State median household income. Prowers County is an ideal candidate for this rural-focused funding and a fire station is explicitly mentioned in the program guidelines as an acceptable project.

Why is this project a good use of taxpayer funds and how will it benefit the state of Colorado? *

Providing for public safety is a core function of nearly all levels of government. Building a new fire station will reduce call time to all residents of Prowers County, as well as visitors. We sit at the crossroads of two great travel corridors: US 287 and US 50. Travelers on these roads can drive from Ocean City, MD to Sacramento, CA and from Port Arthur, TX to northern Montana, and both routes take them through Prowers County, Colorado. A large number of our emergency response calls in rural parts of the County are for highway accidents. Quicker and more efficient emergency response times will obviously help residents of our County, but will also help visitors to our region from around Colorado and the United States. Beyond that, Prowers County Rural Fire has mutual aid agreements with municipalities, counties, and fire districts throughout the region. We recently responded to a call for aid that helped save Fort Lyon in Bent County and are entering into an agreement with the National Park Service regarding Amache National Historic Site.

What is the total cost of the project? *

2,500,000

What amount is being requested for Congressionally Directed Spending? *

1,375,000

Is this a one-time request for Congressionally Directed Spending? *

☒ Yes

☐ No

If additional federal support is necessary, when will the project be self-sustaining?
*

The project will not require additional federal support after construction is complete.

What are the sources of the remaining non-federal funding (private or other governmental funding) and when will that funding be secured? *

We can fund the rest of the project through our capital improvements fund if needed, but we will first attempt to secure other grant opportunities this summer, including through the State of Colorado's Department of Local Affairs.

Please list all organizations that have committed funds or are expected to commit funds for this project

As of now, only Prowers County. We will be submitting additional grants to the State of Colorado - DOLA.

Does the request include a request for construction, the acquisition of property, or renovation of buildings? *

☒ Yes

☐ No

☐ Other:

If the request includes a request for new construction, has this construction already begun?

*

- ☐ Yes
- ☒ No
- ☐ Not Applicable

If the request includes construction, have you begun the process of any necessary environmental review? *

- ☐ Yes
- ☒ No
- ☐ Unsure
- ☐ N/A

Is this project, or a portion of this project, contingent on receiving CDS funding?

*

- ☐ Yes, the entire project is contingent on receiving CDS funding
- ☒ Yes, a portion of this project is contingent on receiving CDS funding
- ☐ No

Please explain any necessary funding or timing contingencies for this project. If there are none, you may leave this answer blank.

The only other contingency is the grant from DOLA, which will be submitted this summer, 2024.

Does this project have multiple phases or phase out options? If so, please explain them; include funding amounts required for each phase. If there are none, you may leave this answer blank.

Provide an itemized budget outlining how the requested funding will be used.
Please provide as much detail as possible for each individual expense.

For reference, here is an example itemized budget template used by many federal agencies.

*

Engineered drawings - \$200,000 Traffic/Environ Studies - \$100,000 Construction - \$2,200,000

Has funding for this project been included in any prior Presidential Budget Request? If so, please detail years, accounts, and requested amounts. *

No

Has this project previously received federal funding? If so, please details amounts, dates, and sources. *

No

Have you previously requested this project for Congressionally Directed Spending?

If yes, please list the Member(s) of Congress from whom you requested CDS funding. *

No

Has this project previously received CDS funding? If so, please also list the members credited with the request and the fiscal year it was requested. *

No

Please select the topic/appropriations subcommittee that best aligns with your project. *

Agriculture, Rural Development, Food and Drug Administration, and Related Agencies

Please note that U.S. Department of Agriculture (USDA) Rural Development funding has federal cost shares varying between 10 and 75 percent; please contact **USDA Colorado** to confirm your federal cost share requirements (based on population).

Please select the account you would like your request to receive funding from: *

- ☐ Animal Plant Health Inspection Service (APHIS); Salaries and Expenses
- ☐ Agricultural Research Service, Building and Facilities
- ☐ Watershed and Flood Prevention Operations (WFPO)
- ☒ Rural Development - Community Facilities grants
- ☐ Rural Development, Distance Learning, Telemedicine, and Broadband grants

Many USDA accounts have cost-share or match requirements. Is your organization prepared to provide match funding if your request is funded under one of these accounts? *

- ☒ Yes
- ☐ No
- ☐ Not Applicable

If applying for a Rural Development - Community Facilities grant, please list the towns or counties within the service area that will benefit from your project.

Prowers County, Lamar, Wiley, Granada, Hartman, Holly

If this project includes construction, have you begun any necessary State Historic Preservation or environmental review processes? *

- ☐ Yes
- ☒ No
- ☐ Unsure
- ☐ N/A

Requesting Organization Information

Is the requesting organization a public or 501(c)3 non-profit organization? *

- ☒ Yes
- ☐ No

Please provide the organization's Employer Identification Number (EIN) *

84-6000796

Is the proposed recipient currently in material non-compliance of a prior grant award made by the proposed Federal funding agency? *

- ☐ Yes
- ☒ No

Has the organization or any potential sub-grantees been subject to sanction or litigation by State, Local, or Federal governments in the past five years? *

- ☐ Yes
- ☒ No

If your organization or any potential sub-grantees been subject to sanction or litigation by State, Local, or Federal governments in the past five years, please provide additional details here:

Community Support

All requests for CDS must include one letter of support from either the state, local, or tribal governments, or community leaders that details the community benefits and support for the project.

Please email a PDF version of the letter of support to directedspending@bennet.senate.gov and cds@hickenlooper.senate.gov.

What individual or entity wrote/will write a letter of support for your project? *

Prowers County Commissioners

Have you emailed your letter of support? *

☒ Yes

☐ No

Are you submitting this request to other Members of Congress?

If you plan to submit your Congressionally Directed Spending request to multiple members of Colorado's federal delegation for consideration, we ask that you submit identical applications.

Have you submmitted this request to another Member of Congress from Colorado?

*

☐ Representative Diana DeGette

☐ Representative Joe Neguse

☐ Representative Lauren Boebert

☐ Representative Ken Buck

- ☐ Representative Jason Crow
- ☐ Representative Brittany Pettersen
- ☐ Representative Yadira Caraveo
- ☒ None

Have you submitted, or will you submit any different CDS requests (including separate phases of this same request or requests for this project that are not identical to the request you are currently submitting) to Senators Bennet and Hickenlooper or any other Member of Congress this fiscal year?

If yes, please list the following information for each other request:

- 1) Project name and a general outline of the request
- 2) Amount requested
- 3) How, if at all, the projects relate to each other (for example, some projects may be separate phases of a larger project, or construction projects on the same site); please explain the extent of any overlap between any of these projects and the project you are currently requesting from us
- 4) Which Members of Congress have received or will receive these requests

If you are not submitting any other requests to Members of Congress this fiscal year, you may leave this section blank.

Additional Information

Please share any information that is relevant for consideration of your application, which may not be reflected elsewhere on this form

Does your project have a website? If so, please provide a link here. Note that this is optional, and submissions lacking websites will not be penalized.



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

March 28, 2024

Senator Michael Bennet

directedspending@bennet.senate.gov

Senator John Hickenlooper

cds@hickenlooper.senate.gov

Dear Senators Bennet and Hickenlooper:

The Board of County Commissioners for Prowers County, Colorado, is pleased to write this letter in support of appropriating Congressionally Directed Spending (CDS) funds for the Prowers County Rural Fire Station Project. CDS funds would allow our rural community to build a new Rural Fire Station to better provide public safety services to the region.

With this project, Prowers County intends to construct a simple fire station on the south side of Lamar to alleviate overcrowding at the shared station, reduce response time for all County residents and visitors, and diversify the available equipment on the north and south sides of the railroad tracks that bisect Prowers County. The new fire station will also include offices, public meeting spaces, training facilities, showers, and bunks for our volunteers.

The Board of County Commissioners for Prowers County, Colorado, encourage you to support this important project. Your advocacy will significantly benefit Prowers County and help make this project a reality. Thank you for your consideration.

Sincerely,

Board of County Commissioners for Prowers County, Colorado



Ron Cook, Chair



Thomas Grasmick, Vice-Chair



Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/18/2024 email poll approval of letter of support for Bristol Improvement Board's El Pomar Foundation Grant application.

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):

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

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

March 19, 2024

El Pomar Foundation
10 Lake Circle
Colorado Springs, CO 80906

Dear El Pomar Foundation:

The Board of County Commissioners of Prowers County is pleased to submit this letter of support for the Bristol Improvement Board and their efforts toward construction of a new Veterans Memorial at the Town of Bristol Senior-Community Center in Prowers County.

Prowers County has placed in-kind support for ongoing construction of the Bristol Senior-Community Center through soil base delivered to the building site by our Road and Bridge department. The Improvement Board has several fund-raising efforts in place and we applaud their vision for the Bristol Community.

We hope that you will give strong consideration to the Bristol Improvement Board's funding application to supplement the construction of the Center.

Thank you,

Board of County Commissioners for Prowers County, Colorado

A handwritten signature in blue ink that reads "Ron Cook".

Ron Cook, Chair

A handwritten signature in blue ink that reads "Thomas Grasmick".

Thomas Grasmick, Vice-Chair

A handwritten signature in blue ink that reads "Wendy Buxton-Andrade".

Wendy Buxton-Andrade, Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/28/2024 email poll approval of Colorado SIPA Accessibility Grant Application for seven free Allyant accessibility software licenses effective upon issuance April 2024 to April 30, 2025, and authorizing County Administrator Mark Westhoff to submit the application electronically.

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):

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

THANK YOU!

SIPA Accessibility Grant Application

☐ Save my progress and resume later | [Resume a previously saved form](#)



The Colorado Statewide Internet Portal Authority (SIPA) has a new grant program for local governments (municipalities, counties & special districts) to help with accessibility compliance. SIPA has partnered with [Allyant](#) to provide CommonLook Suite Licenses (has both [CommonLook PDF](#) and [CommonLook Office](#)) and CommonLook Training ([Learning Management System](#) & Webinar based) to enable your government to make existing PDFs compliant and/or generate compliant PDFs from Word and PowerPoint documents.

Grant Requirements:

- You have an existing [Eligible Government Entity Agreement](#) with SIPA
- You have or are willing to procure Adobe Acrobat PRO and/or MS Office Licenses that are needed to work with the CommonLook licenses
- You are willing to provide quarterly updates to SIPA on the number of PDFs made compliant through this program
- Licenses will be deployed to a designated administrator for your government to distribute to staff internally

If Awarded:

- Licenses will be deployed in April 2024 with a renewal date of April 30, 2025

Organization Information

Organization Name *

Prowers County

Mailing Address *

301 S Main Street, #215

City *

Lamar

Zip Code *

81052

Website URL:

<https://www.prowerscounty.net>

Please enter N/A if you don't have a website

Government Organization Type *

Please select...

County

Municipality

Fire District

Applicant Info

First Name *

Mark

Last Name *

Westhoff

Title *

County Administrator

Email *

mwesthoff@prowerscounty.net

Phone Number *

7193368025

I have the authority to execute the grant agreement on behalf of my organization * ☐ Yes

☒ No

I will be the person who assigns the CommonLook licenses to the people in my organization * ☒ Yes

☐ No

Authorized Signer Info

Please provide information on the authorized signer for your organization.

Signer First Name *

Ron

Signer Last Name *

Cook

Signer Title *

Chair, County Commissioner

Signer Email *

rcook@prowerscounty.net

Phone Number *

7196882681

License Needs

To ensure that as many Colorado Governments as possible can benefit from this program SIPA will initially deploy CommonLook licenses and training in batches of 1 to 25 licenses. However, if additional licenses are available through this program, we may be able to increase the amount of licenses we deploy to your organization.

Estimated number of PDFs that need to be made compliant, if known

License Request (must be a number from 1 to 25) *

Our organization has or will procure the necessary Adobe Acrobat Pro or Microsoft Office licenses needed to use the awarded CommonLook licenses *

☒ Yes ☐ No

If additional licenses are available, our organization needs _____

Agreements

Do you agree to provide quarterly updates on your PDF remediation efforts to SIPA and Allyant? *

☒ Yes ☐ No

Are you willing to participate in a case study with SIPA and Allyant on the effectiveness of this grant program in meeting accessibility requirements? *

☒ Yes ☐ No

Do you acknowledge and agree to allow SIPA to use your organization's name and related grant information in press releases and other promotional material. *

☒ Yes ☐ No

I'm not a robot

reCAPTCHA
Privacy - Terms

reCAPTCHA helps prevent automated form spam.

The submit button will be disabled until you complete the CAPTCHA.

Submit

[Save my progress and resume later](#) | [Resume a previously saved form](#)

Contact Information

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/22/2024 email poll approval of SECOG mini-grant application for Prowers County Annex Outdoor Sign totaling \$10,000 and authorizing BOCC Chair Ron Cook to sign the application.

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):

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

THANK YOU!



SOUTHEAST COUNCIL OF GOVERNMENTS 2024 TECHNICAL ASSISTANCE GRANT APPLICATION

Funded by the Southeast Council of Governments
in cooperation with the Colorado Department of Local Affairs Energy and Mineral Impact Assistance Program

SECOG is soliciting proposals for technical assistance projects from its membership. A total of \$120,000 is available to fund 2024 technical assistance projects for dues paying members only, which amounts to a total of \$20,000 per county.

This Grant Application Package contains the following:

- ◆ 2024 Technical Assistance Grant Guidelines
- ◆ 2024 Technical Assistance Grant Application Form

Applications for SECOG's Technical Assistance Grant Program are **due by 5:00 p.m. on Friday, March 22, 2024. All grant applicants will be required to make a five-minute presentation at the April 24, 2024 SECOG meeting at the Southeast Colorado Enterprise Development Office, Lamar, CO.** The SECOG Board will make funding recommendations at that meeting. Projects will be notified of decisions on April 25, 2024 and required to sign an MOU with SECOG. Projects will be allowed to commence on May 1, 2024, or as soon as you return the signed MOU and will be required to be completed by March 31, 2025. This is a reimbursement grant program and funds can be paid to grantees on a dollar for dollar cash match basis as the project progresses.

EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.

***** \$10,000 total project cap on all projects (\$5,000 grant / \$5,000 match)*****

This is a regional grant program covering 6 counties, Baca, Bent, Crowley, Kiowa, Otero and Prowers, and their respective municipalities. We are encouraging at least 4 applications per county, however this is not a requirement. This program is an opportunity to get small projects grant funded (up to \$5,000 grant) with a required match equal to the amount of grant awarded (please note the match can be greater than the amount of the grant). Based on the number of applications received, it may be competitive. Again, the amount allocated to each county is \$20,000 and we encourage at least 4 projects.

Please submit completed applications to:

**Southeast Council of Governments
Attn: Stephanie Gonzales
P.O. Box 1600
Lamar, CO 81052
or Fax: 719-336-3835
or email to seced@seced.net**

When emailing your project, please put **"2024 SECOG APPLICATION"** in the subject line.

If you have any questions regarding SECOG's Technical Assistance Grant Program, please contact Stephanie Gonzales at 719-336-3850.

2024 TECHNICAL ASSISTANCE GRANT GUIDELINES

Preference given to:

- ◆ Communities with mining, oil, and gas employment;
- ◆ Small towns, particularly those that lack adequate staff; and
- ◆ Economically challenged communities with the eligible categories as follows:
 - ◆ Community and economic development projects
 - ◆ Small scale capital improvements projects
 - ◆ Planning studies/analysis; and
 - ◆ Training or meeting facilitation

Types of Grants:

- ◆ **CASH AWARDS** will be made in the amounts determined by the SECOG Board (each individual project is capped at \$5,000), for a total program expenditure not to exceed \$120,000.00 for the region
- ◆ **EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.**

After the grants have been awarded, any funded projects seeking approval for a change in scope will be required to submit the request in writing to the SECOG Board for approval.

The SECOG board reserves the right to adapt these guidelines to serve the needs of communities and to make adjustments to the amount of available funding.

Use of Grant Funds:

Funds may be used to hire contractors and pay related expenses.

Examples of other eligible uses of funds include:

- Research
- Special land use planning projects such as open space preservation, trail planning, design guidelines, and wildlife preservation.
- Training
- Meeting facilitation
- Design plans/ Planning studies/analysis for municipality/county use
- Workshops/Tradeshow
- Community survey costs
- Prototype projects
- Facade improvements
- Energy efficiency assessments and improvements
- Main Street/Community assessments
- Community mapping
- Small scale capital improvements projects
- Development of marketing/promotional resources such as a website for the municipality or county

Grant funds MAY NOT be used to supplant regularly budgeted staff or project funds.

Grant funds MAY NOT be used to purchase equipment or real property of any type.

Grant funds MAY NOT BE MATCHED BY OTHER DOLA GRANT FUNDS.

Cash match must be in the form of other non-DOLA funds.

Documentation of cash expenditures must follow the Department of Local Affairs process including:

- 1) When applicable, contractor bidding must be open and competitive. Obtain and/or document at least 3 telephone bids.
- 2) Submit a final one-page report of the project accomplishments and send a copy of the completed project deliverables to SECOG, if appropriate.
- 3) Submit a copy of all invoices and expenses paid for contract services. Reimbursements will be made on a dollar for dollar basis up to the amount awarded.

Example of Reimbursement process:

\$8,500 total project.

Project mini-grant award = \$4,250

Cash match from project = \$4,250

1st request for reimbursement: The project submits invoices of \$3,000, a reimbursement check will be issued for \$1,500, the remaining \$1,500 will be credited to match.

2nd request for reimbursement: The project submits invoices of \$4,000, a reimbursement check will be issued for \$2,000, the remaining \$2,000 will be credited to match.

This will continue until the project reaches total expenditures of \$8,500 (where grant of \$5,000 & match of \$5,000 is met).

Recipients of cash awards will sign a letter of agreement including these guidelines.

Again, this is a reimbursement grant in that grant funds can be reimbursed on a dollar for dollar cash match basis to the grantee as the project progresses.

SECOG 2024 TECHNICAL ASSISTANCE GRANT APPLICATION

1. Jurisdiction | **Prowers County**

2. Name of Person Completing Application | **Mark Westhoff**

Address | **301 S Main Street, #215, Lamar, CO 81052**

Phone Number | **7193368025**

Email address | **ctyadmin@prowerscounty.net**

3. Project Title | **Prowers County Annex Outdoor Sign**

4. Name and Title of Person Responsible for Completion of Project :

| **Faron Williams, Facilities and Maintenance Director**

Address | **301 S Main Street, #215, Lamar, CO 81052**

Phone Number | **7196882725**

Email address | **fwilliams@prowerscounty.net**

5. Amount Requested \$ | **5000** (not to exceed \$5,000)

6. Category of Application (you may choose more than one)

☐ Community with Mining, Oil & Gas Employment - Number of employees:

☐ Small Community, particularly lacking adequate staff

☒ Economically Challenged Community

☐ Other:

7. Describe in detail the rationale for your choice of category(s) in question #6.

Prowers County is an Economically Distressed Community and a Disadvantaged Community by State and Federal metrics. We qualify as an Enterprise Zone through OEDIT and have a decreasing population. Prowers County depends on Property Tax revenue, which has decreased the last three years, and Sales Tax revenue to supplement our General Fund, so there is not an abundance of funds for special projects beyond vital infrastructure improvements.

8. Please provide the following information. Provide a separate attachment if necessary (two pages maximum):

A. Briefly describe the project. Why is the project needed at this time? How does the implementation of this project address the need?

The Prowers County Annex is one of the largest office buildings in Prowers County. It houses Prowers County DHS, Public Health, Coroner, Veterans, Vital Statistics, Information Technology, CSU Extension, Land Use Administration, the Hotline County Connection Center, and numerous public meeting spaces. It sits on US 287/Main Street in Lamar, at a major intersection and stoplight with Cedar Street. From that intersection, however, visitors need to turn to enter the parking lots on the North and East sides of the Annex. Visitors can be confused by the lack of signage at the intersection telling them that this building is the Prowers County Annex and directing them to parking.

B. What measurable results do you expect? How will these results be measured?

Increased public awareness of the location of the Prowers County Annex building and how to access the services housed within it. We should hear from visitors to the Annex that the new sign was easy to read and follow.

C. How could this project be useful to other jurisdictions in the region? Is it something that could be replicated by another jurisdiction?

Simple signage of the kind we will purchase are available in all other jurisdictions and could be easily replicated by other municipalities in the region. Additionally, when officials from those jurisdictions visit Prowers County, they will be able to find and access the Annex more easily.

D. Assuming the project is funded, when will it begin and what is the timeframe for completion?

Once we receive notice that the grant is approved, we will place the order immediately and complete the project as soon as the sign is delivered. This could likely be completed within 2-3 months of approval, depending on which vendor we choose.

E. Total Cost of Project \$ 10,000

Cash Match Committed \$ 5,000

EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.

CASH MATCH MAY NOT BE MATCH FROM OTHER DOLA GRANT FUND SOURCES.

F. **Please provide a budget for your project clearly listing both (grant & match) revenues and the expected expenses in a table format.**

G. What is your jurisdiction's 2024 General Fund Budget Total: \$ 11,799,067

H. What is your jurisdiction's 2024 General Fund - Fund Balance (do not include restricted funds i.e. TABOR reserve) \$ 512,514

By checking the 'I Accept' box, I confirm that:

This application, agreements ancillary to this application, and related documents entered into in connection with this application and resulting agreements are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

☒ 'I ACCEPT'

Click or tap here to sign

Signature of Person Submitting Application:

☒ 'I ACCEPT'

Click or tap here to sign

Signature of Jurisdiction's SECOG Representative

(please be advised, we will forward application to appropriate rep for signature - see list on following page)

Applications are **due before 5:00 p.m. on March 22, 2024** to:

You may download and save this file to your desktop using the "Save As" function for editing application. When saving the file, it is recommended that you rename the file in the following format:

"NAME OF YOUR PROJECT" SECOG 2024

When completed, you may print the application, request the appropriate signatures and return the application either by postal mail, fax or scanned & emailed – or - it may be dropped off at our office.

When emailing your project, please put **"2024 SECOG APPLICATION"** in the subject line.

SECOG
Attn: Stephanie Gonzales
P.O. Box 1600
112 West Elm Street
Lamar, Colorado 81052
- or - fax- 719-336-3835
- or -email to seced@seced.net

SECOG Jurisdiction Representatives

<u>Baca</u>	Bent	<u>Crowley</u>	Kiowa	<u>Otero</u>	Powers
Rick Butler	Ron Clodfelter	Roy Elliott	Michelle Nelson	Bill Jackson	Kirk Crespín
Shiloh Freed	Jean Sykes	Blaine Arbuthnot	Donald Oswald	Danelle Berg	Ron Cook

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/21/2024 email poll approval of Sales and Use Tax Exemption Certificate for HW Houston Construction LLC for the Prowers County Hospital District SPD Renovation, and authorizing BOCC Chair Ron Cook to execute the document.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 4/2/2024

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY, COLORADO

SALES AND USE TAX EXEMPTION CERTIFICATE

This certifies that the consumer has paid sales and use tax in the County of Prowers for this project, including equipment, machinery, and construction materials.

Issued to:

H.W. Houston Construction LLC

210 S Victoria Ave

Pueblo, CO 81003

Contact: Naomi Ortega (719) 544-2791

Project Name:

Prowers County Hospital District SPD Renovation at 401 Kendall Drive, Lamar, CO 81052

Certificate Number:

PC24-001

Expires:

11/30/2024

Authorized by:


Chair, Board of County Commissioners

Date:

3/21/2024

Prowers County
301 S Main Street, Ste 215
Lamar, Colorado 81052
719-336-8025
ctyadmin@prowerscounty.net

ATTEST:


Prowers County Clerk



Contractor Application for Exemption Certificate

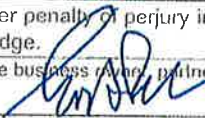
This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works owned and used by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

Fax completed forms and contracts to 303-205-2376 or mail to: Colorado Department of Revenue, Denver, CO 80261-0009

Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

Must be completed by applicant				
Contractor Information				
Trade name/DBA H.W. Houston Construction, LLC				
Owner, partner or corporate last name Robb		First Name Scott		Middle Initial A
Mailing Address 210 S Victoria Ave		City Pueblo	State CO	ZIP 81003
E-Mail Address Frontdesk@HWHouston.com		FEIN 47-3480289	Bid amount for your contract (Must match to the penny) \$ 1,560,800.00	
Fax number (719) 544-0635		Business Phone number (719) 544-2791		
Colorado withholding tax account number 298-661-66				
If your company does not have a Colorado withholding tax account number check the option below that applies (See instructions)				
<input type="checkbox"/> Subsidiary <input checked="" type="checkbox"/> Subcontractors <input type="checkbox"/> Staffing Agency <input type="checkbox"/> No employees/subcontractors (see below)				
No Employees/Subcontractors. (Provide explanation or attach a letter of explanation).				
Exemption Information				
Attachment Required Copies of contract or agreement page, identifying the contracting parties, bid amount, type of work, and signatures of contracting parties must be attached				
Name of exempt organization (as show on contract) Prowers Medical Center			Exempt organization's number (See instructions) 98-01200	
Address of exempt organization 401 Kendall Drive		City Lamar	State CO	ZIP 81052
Principal contact at exempt organization-Last Name Bryant		First Name Karen		Middle Initial L
Housing Authority (if applicable)		Name of Project (if applicable) Prowers County Hospital District		
Owner of the Project (if applicable) Prowers Medical Center				
Physical location of project site (give actual address when applicable and Cities and/or County(ies) where project is located) 401 Kendall Drive				
City Lamar		State CO	ZIP 81502	Principal contact's telephone number 719-336-4343
Scheduled construction start date (MM/DD/YY) 03/12/2024		Estimated completion date (MM/DD/YY) (See instructions) 11/15/2024		
I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.				
Signature of the business owner, partner or corporate officer 		Title of corporate officer General Manager		Date (MM/DD/YY) 02/13/2024

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
98-01200-0000	17 017	N 080179	JAN 10 2007

401 KENDALL DR

LAMAR CO

PROWERS MEDICAL CENTER
PROWERS MED CNTR
401 KENDALL DR
LAMAR CO 81052

M. Michael Cooke
Executive Director
Department of Revenue

NEW AUTOMATED SERVICES FOR AND ABOUT BUSINESSES

The Colorado Department of Revenue Sales Tax Information System provides the following automated services:

- * Colorado Sales Tax Rates – find specific city, county and special district rates.
- * Verification of Sales Tax License Exemption Numbers – determine whether a Colorado sales tax license or exemption certificate is valid.
- * Tax Rates by Account Number – find sales tax rates and locations for specific sales tax accounts.

These services make it possible for taxpayers to help themselves to information 24 hours a day – without requiring the assistance of a customer service representative. In this way, more complicated or confidential tax information inquiries can be reserved for speaking to a live agent.

Listen and look for these services on the department's business tax information phone line at 303-238-FAST (3278) for specific account information, 303-238-SERV (7378) for general information or the DOR Web site at www.taxcolorado.com

Web users can try the new system online at www.taxview.state.co.us. We are interested in your comments about the system. You can send us an e-mail with your comments through our Department of Revenue Web site.

AIA Document A133 - 2009

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the ~~«Twenty First»~~ day of ~~«July»~~ in the year ~~«2023»~~, is incorporated into the accompanying AIA Document A133 this ~~«Twenty First»~~ day of ~~«July»~~ in the year ~~«2023»~~ (the "Agreement")
(In words, indicate day, month, and year.)

for the following PROJECT:
(Name and address or location)

Prowers County Hospital District - SPD Renovation
401 Kendall Drive
Lamar, CO 81502

THE OWNER:
(Name and address)

Prowers County Hospital District
401 Kendall Drive
Lamar, CO 81502

THE ARCHITECT:
(Name and address)

«Davis Partnership Architects
2901 Blake Street, Suite 100
Denver, CO 80205

THE CONSTRUCTION MANAGER:
(Name and address)

H. W. Houston Construction, LLC
210 S. Victoria Ave.
Pueblo, CO 81003

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «One Million, Five Hundred Sixty Thousand, Eight Hundred and 00/100 Dollars» (\$1,560,800.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price.

(Provide itemized statement below or reference an attachment.)

See Attachment "A" - "Conceptual Estimate Summary, Allowances & Alternates, and Clarifications (5 Pages) - Dated April 17, 2023.

§ A.1.1.3 Alternates

The Guaranteed Maximum Price is based on the following alternates, if any which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or the identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Item	Price
Furnish and Install Mohawk Medella Flek Sheet Vinyl Flooring with 6" Integral cove base on Envirosix Backing in lieu of the urethane flooring and base.	Deduct (\$23,500.00)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based: (Identify allowance and state exclusions, if any, from the allowance price.)

See Attachment "A" - "Conceptual Estimate Summary, Allowances & Alternates, and Clarifications (5 Pages) - Dated April 17, 2023.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

None

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications: (Either list the Specifications here or refer to an exhibit attached to this Amendment.)

See Attachment "B" - Project Manual Cover and Index dated 10/07/2022.

Section	Title	Date	Pages
Attached	Attached	Attached	3

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings: (Either list the Drawings here or refer to an exhibit attached to this Amendment.)

See Attachment "C" - Drawing Log per GMP Amendment Item A1.1.8

Number	Title	Date
Attached	Attached	10/07/2022 and 09/06/2022

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here or refer to an exhibit attached to this Amendment.)

1. H. W. Houston Construction, LLC RFP Submittal Response
2. CM RFP Questions & Responses dated 06 April 2023.

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ ~~«X»~~ The date of execution of this Amendment and subsequent agreed upon Notice to Proceed.
«For Construction - Upon mutually agreed upon date based on material procurement and receipt of permit from state and local AHJ. A preliminary schedule was included with the GMP Response and is attached to the master agreement. Final schedule will be prepared upon completion of phasing and containment planning which is ongoing.»

☐ ~~«X»~~ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ ~~«X»~~ Not later than **«One Hundred Fifty Three»** (~~«153»~~) calendar days from the date of commencement of the Work based on Preliminary Schedule submitted as part of the RFP Response. Final schedule to be determined upon material procurement and final schedule based on final phasing and containment approvals.

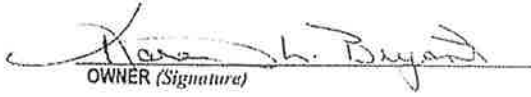
☐ ~~«X»~~ By the following date: **«TBD»**

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
TBD - By Accepted Phasing	To Be Determined - By Coordinated and Accepted Phasing.

§ A.2.3.3 The Owner and the Construction Manager agree that the time is of the essence and that the Owner will suffer financial loss if the Work is not substantially completed within the Contract Time, as said Contract Time may be adjusted as provided herein. In such event, the total amount of the Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed by the parties that it is appropriate and fair that the Owner may receive liquidated damages from the Construction Manager if the Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should the Construction Manager fail to substantially complete the Work within the required time period, the Owner shall be entitled to assess, as liquidated damages, but not as a penalty of zero dollars (\$0) for the first 21 calendar days of delay and one hundred dollars (\$100) per day for the first additional week of delay, two hundred dollars (\$200) per day for the second additional week of delay, four hundred dollars (\$400) per day for the third additional week of delay, eight hundred dollars (\$800) per day for the fourth additional week of delay, and one thousand six hundred dollars (\$1,600.00) per day of delay thereafter until Substantial Completion is achieved.

This Amendment to the Agreement entered into as of the day and year first written above.


OWNER (Signature)

Karen L. Bryant, CEO
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Scott Robb, Vice President / General Manager
(Printed name and title)

ATTACHMENT "A"



PROWERS
MEDICAL CENTER



H.W. Houston
Construction

Prowers Medical Center - SPD

Lamar, Colorado

April 20, 2023

CONCEPTUAL ESTIMATE SUMMARY

Area	Description of Work	Prowers Medical Center - SPD Renovation		TOTAL PROJECTED COST
	Gross Area (sf)	2,570 sf	Cost / SF	2,570 sf
	1 Allowances			
	1.1 Spray Applied Fire Proofing Patching	\$ 20,400.00	\$ 7.94	\$ 20,400.00
	1.2 Floor Moisture Mitigation	\$ 7,500.00	\$ 2.92	\$ 7,500.00
	2 Demolition	\$ 46,376.00	\$ 18.05	\$ 46,376.00
	2a ICRA/ISLM/Protections/Risk Management	\$ 57,311.00	\$ 22.30	\$ 57,311.00
	2b Earthwork / Utilities	\$ -	\$ -	\$ -
	3 Concrete	\$ 8,515.00	\$ 3.31	\$ 8,515.00
	4 Masonry	\$ -	\$ -	\$ -
	5 Misc. Metals (Hood)	\$ 4,500.00	\$ 1.75	\$ 4,500.00
	5 Carpentry and Millwork	\$ 2,303.00	\$ 0.90	\$ 2,303.00
	7 Moisture Protection (Roofing/FS/Caulking)	\$ 11,755.00	\$ 4.57	\$ 11,755.00
	8 Door and Windows	\$ 62,044.00	\$ 24.14	\$ 62,044.00
	9 Finishes	\$ 185,624.00	\$ 72.23	\$ 185,624.00
	10 Specialties	\$ 7,180.00	\$ 2.79	\$ 7,180.00
	11 Equipment (remove/relocate/reinstall/terminate OFCI)	\$ 10,140.00	\$ 3.95	\$ 10,140.00
	12 Furnishings	\$ -	\$ -	\$ -
	13 Special Construction	\$ -	\$ -	\$ -
	14 Conveying Systems	\$ -	\$ -	\$ -
	15 Fire Suppression	\$ 16,000.00	\$ 6.23	\$ 16,000.00
	15a Plumbing / Med Gas Systems	\$ 187,022.00	\$ 72.77	\$ 187,022.00
	15b HVAC / Hydronics	\$ 128,512.00	\$ 50.00	\$ 128,512.00
	16 Electrical / Fire Alarm / Communications	\$ 154,514.00	\$ 60.12	\$ 154,514.00
	Subtotal Systems	\$ 881,796.00	\$ 343.11	\$ 881,796.00
0%	Escalation Contingency	\$ -	\$ -	\$ -
0%	Estimating Contingency	\$ -	\$ -	\$ -
3%	Construction Contingency	\$ 47,339.00	\$ 18.42	\$ 47,339.00
	Subtotal Direct Construction Cost	\$ 929,135.00	\$ 361.53	\$ 929,135.00
Indirect Cost				
	Plan Review and Permit	\$ 18,936.00	\$ 7.37	\$ 18,936.00
	Contractor's Insurance	\$ 12,624.00	\$ 4.91	\$ 12,624.00
	Builders Risk Insurance	\$ 12,637.00	\$ 4.92	\$ 12,637.00
	Performance and Payment Bond	\$ 11,677.00	\$ 4.54	\$ 11,677.00
	General Conditions	\$ 454,023.00	\$ 176.66	\$ 454,023.00
	Project Requirements	\$ 90,039.00	\$ 35.03	\$ 90,039.00
	CM / GC Fee	\$ 55,229.00	\$ 21.49	\$ 55,229.00
	Total Estimated Construction Cost	\$ 1,584,300.00	\$ 616.46	\$ 1,584,300.00
Site Indirect Cost				
	City Imposed Impact Fees	By Owner	By Owner	By Owner
	Site Development Fees	By Owner	By Owner	By Owner
	Water Connection Fees	By Owner	By Owner	By Owner
	Electrical Primary Fee	By Owner	By Owner	By Owner
	Construction Materials Testing & Inspections	By Owner	By Owner	By Owner
Other Project Costs				
	FF&E	By Owner	By Owner	By Owner
	Relocation of Utilities	By Owner	By Owner	By Owner
	Relocation Cost	By Owner	By Owner	By Owner
	Design & Engineering Fees	By Owner	By Owner	By Owner
	Owner's Project Contingency	By Owner	By Owner	By Owner
	Subtotal Direct and Indirect Cost	\$ 1,584,300.00	\$ 616.46	\$ 1,584,300.00

Prowers Medical Center
Sterile Processing Department Remodel
Lamar, CO
April 17, 2023



H.W. Houston
Construction

ALLOWANCE & ALTERNATES

Volunteer Alternates

Alternate No.	Description	Total	Notes
	Furnish and install Mohawk Medella Flek Sheet Vinyl Flooring with 6" Integral cove base using standard adhesive installation In lieu of the urethane flooring and base. Based on no moisture mitigation requirements.	\$ (28,400.00)	
2	Furnish and install Mohawk Medella Flek Sheet Vinyl Flooring with 6" Integral cove base on Envirostic Backing lieu of the urethane flooring and base. This will compensate for moisture mitigation.	\$ (23,500.00)	This Includes removal of the \$7,500 Allowance for Moisture Mitigation.
	Total	\$ (51,900.00)	

Allowances (Included in Project Cost)

Allowance No.	Description	Total	Notes
1	Fire Proofing Repairs	\$ 20,400.00	Includes a patch crew mobilization to Lamar for any required Spray on Fireproofing Repairs. This allowance includes one mobilization per phase.
2	Floor Moisture Mitigation Allowance	\$ 7,500.00	If required for the epoxy floor system.
	Total	\$ 27,900.00	

Prowers Medical Center

Sterile Processing Department Remodel

April 17, 2023



H.W. Houston
Construction

CLARIFICATIONS

Project Information

Owner: Prowers Medical Center

Architect: Davis Partnership

Project Location: Lamar, CO

General Project Clarifications

1. Pricing is based on current market conditions and is subject to change based on the current rise of materials and commodities. Cost escalation / inflation is not included.
2. Some materials are subject to very long lead times and may require procurement prior to starting construction to ensure the overall project schedule is maintained.
3. The estimate includes a sales tax rate of 6.9%, which is for the City, State and County.
4. Plan Review fees and Building Permit fees are included in our estimate.
5. Builders Risk Insurance, Contractor Insurance have been included.
6. A Performance and Payment Bond is included.
7. Cost Escalation / Inflation is not included. Costs for unforeseen economic conditions due to future COVID 19 impacts are not included.
8. The Construction Contingency is to cover unknown factors that may adversely affect costs such as bidding of subcontracts and major material supply items; estimating assumptions and ambiguities; construction scheduling problems (manufacturer's delays, strikes, disruptions, work area conflicts); weather; labor and equipment availability; and productivity. In general, Construction Contingency is to be used for cost overruns not generated or initiated by the Owner or its agents.
9. Not included within the Construction Contingencies are the Owner's and Designer's contingency, which is to pay for scope changes. A scope change is defined as any change that increases size, value, operational efficiency and quality of materials of the facility, time of performance, and sequence of work.
10. Entitlement, Planning and Zoning fees and services are not included.
11. Any traffic impact fees, if applicable, are not included.
12. Legal, Physical, and Utility Surveys are not included. An as-built survey for use in title work is not included.
13. Utilities Service Company Capital Costs, Development Fees, Drainage Fees, Tap Fees, Water Meter Charges, Investment Fees, and/or Line Extension Charges, as well as Primary Gas and/or Electrical Fees are not included. Cost for Telephone Company or Cable TV for Permanent Service and/or Network Development is not included.

Prowers Medical Center

Sterile Processing Department Remodel

April 17, 2023



H.W. Houston
Construction

CLARIFICATIONS

14. Electrical, Water and Gas Consumption Cost to be by the owner.
15. Engaging an Independent Quality Control Testing Agency is/is not included.
16. Watchman Service or Security Guard Service is/is not included.
17. Costs for changes necessitated by Building Department Code Review or other jurisdictions having authority are not included.
18. Purchasing, installation or relocation of Furniture, Fixtures and Equipment is not included except for items called out in the construction drawings.
19. An Allowance is defined as an amount of monies allocated for certain items of work that cannot be accurately and reasonably priced at the time of the proposal. When actual cost of the work for these items is determined, the contract will be adjusted upward or downward accordingly. Allowances shall contain all direct costs, including materials, installation, sales taxes, shop drawings, equipment, freight, unloading, and handling. Direct costs only are included. Insurances, bonds, fees, GC's fee, design, soft costs and contingencies are not included in these Allowances.
20. All costs are based on standard workdays (day shift), 8 hours per day, 5 days per week.
21. Project costs associated with the Owner, Architect, Engineers, consulting services, other professional services, Architect's & Engineer's reimbursable, land acquisition, development costs, off-site improvements, permits and other fees, survey and soil exploration, and project administration costs have not been included within this budget estimate, unless noted otherwise in this scope narrative.
22. All costs for special, third party or similar testing and special inspections as required by code or specifications are specifically excluded (i.e. soils, concrete, masonry, steel welds, etc.). Inspections and testing required by manufactures are included.
23. Delays due to permitting, hazard material abatement, unforeseen subsurface conditions, or other factors beyond the control of the Contractor will initiate granting of a mutually agreeable extension of time and associated General Conditions and Project Requirements.
24. Liability for injury of damage from mold, other fungi and/or bacteria has been excluded.
25. Through the course of the project, preconstruction and construction, there will be issues requiring clarification. HW Houston will submit bid clarifications and requests for clarification (PRFC and RFC) to the design team and Owner. The responses to these request clarifications will be implemented as responded to, and any changes to the design resulting from the PRFC or RFC response, will be acted on similarly to a Construction Change Directive (CCD).
26. All extended warranties are to be between the manufacturer and owner.
27. This proposal assumes that sufficient power, natural gas and water is available from utility company adjacent to the site for temporary construction needs.
28. This proposal excludes any costs for relocation of existing underground utilities except for those utilities identified in the documents to be relocated.

Clarifications

Prowers Medical Center

Sterile Processing Department Remodel

April 17, 2023



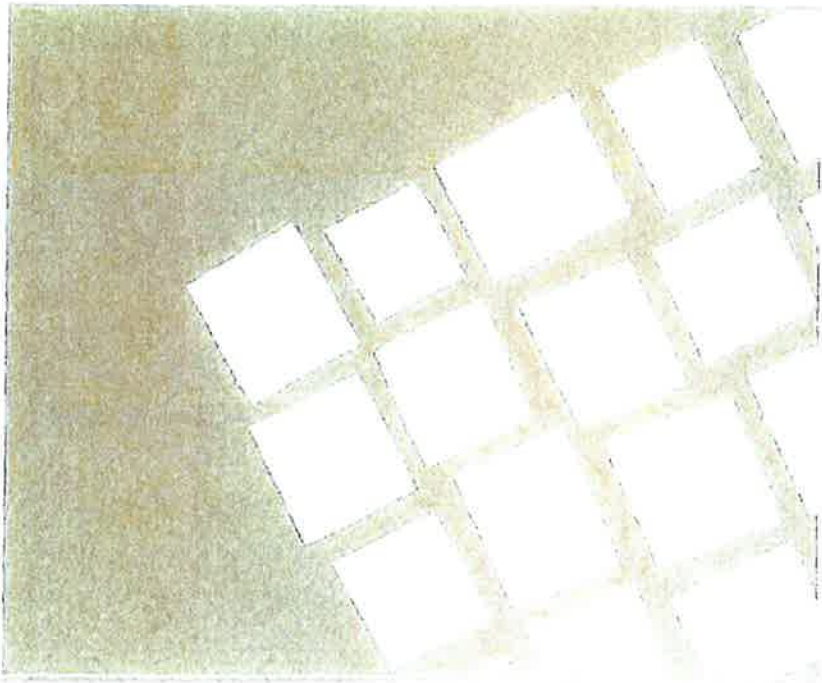
H.W. Houston

Construction

CLARIFICATIONS

29. We have not included costs associated with envelope performance via pressure testing if applicable.
30. Unless otherwise noted, all materials are assumed to be selected from manufacturer's standard colors.
31. It should be assumed that any Architectural or Engineering backgrounds for construction will be provided at no additional cost.
32. Based on the pre-submittal clarification our budget proposal does not include construction of the relocated lounge.
33. Based on the pre-submittal clarification we have not included an eye wash station in the de-contamination or clean room.
34. We have not included cost associated with hazardous material testing or abatement, including air clearances.

ATTACHMENT "B"



Project Name

Prowers Medical Center – Sterile Processing Department (SPD)



Issue Name

Prowers Medical Center - SPD

Issue Date

10/07/2022

Issue/ Revisions:

Construction Documents

Volume

1 of 1

Disciplines

Included in Project Manual: Architecture

The following specifications are on Drawing Sheets: Mechanical Engineering / Electrical Engineering/ Plumbing Engineering



Project Location

401 Kendall Drive
Lamar, Colorado 81052

Project Numbers

Davis Partnership: 18323.12



TABLE OF CONTENTS		
Division / Section #	Specification Section Title	CURRENT ISSUED SECTION
00 2600	Procurement Substitution Procedures	CONSTRUCTION DOCUMENTS
01 1000	Summary	CONSTRUCTION DOCUMENTS
01 2500	Substitution Procedures	CONSTRUCTION DOCUMENTS
01 2600	Contract Modification Procedures	CONSTRUCTION DOCUMENTS
01 2900	Payment Procedures	CONSTRUCTION DOCUMENTS
01 3100	Project Management and Coordination	CONSTRUCTION DOCUMENTS
01 3300	Submittal Procedures	CONSTRUCTION DOCUMENTS
01 3516	Alteration Project Procedures	CONSTRUCTION DOCUMENTS
01 4000	Quality Requirements	CONSTRUCTION DOCUMENTS
01 4200	References	CONSTRUCTION DOCUMENTS
01 5000	Temporary Facilities and Controls	CONSTRUCTION DOCUMENTS
01 6000	Product Requirements	CONSTRUCTION DOCUMENTS
01 7300	Execution	CONSTRUCTION DOCUMENTS
01 7700	Closeout Procedures	CONSTRUCTION DOCUMENTS
01 7823	Operation and Maintenance Data	CONSTRUCTION DOCUMENTS
02 4119	Selective Demolition	CONSTRUCTION DOCUMENTS
06 1000	Rough Carpentry	CONSTRUCTION DOCUMENTS
07 8413	Penetration Firestopping	CONSTRUCTION DOCUMENTS
07 8443	Joint Firestopping	CONSTRUCTION DOCUMENTS
07 9200	Joint Sealants	CONSTRUCTION DOCUMENTS
07 9219	Acoustical Joint Sealants	CONSTRUCTION DOCUMENTS
08 1113	Hollow Metal Doors and Frames	CONSTRUCTION DOCUMENTS
08 1416	Flush Wood Doors	CONSTRUCTION DOCUMENTS
08 3400	Special Function Doors	CONSTRUCTION DOCUMENTS
08 7100	Door Hardware	CONSTRUCTION DOCUMENTS
08 8000	Glazing	CONSTRUCTION DOCUMENTS
08 8813	Fire-Resistant Glazing	CONSTRUCTION DOCUMENTS
09 2216	Non-Structural Metal Framing	CONSTRUCTION DOCUMENTS
09 2900	Gypsum Board	CONSTRUCTION DOCUMENTS
09 6516	Resilient Sheet Flooring	CONSTRUCTION DOCUMENTS
09 6723	Resinous Flooring	CONSTRUCTION DOCUMENTS
09 9123	Interior Painting	CONSTRUCTION DOCUMENTS
09 9600	High-Performance Coatings	CONSTRUCTION DOCUMENTS
10 2600	Wall and Door Protection	CONSTRUCTION DOCUMENTS
10 2800	Toilet, Bath, and Laundry Accessories	CONSTRUCTION DOCUMENTS
10 5123	Plastic-Laminate-Clad Lockers	CONSTRUCTION DOCUMENTS
12 3623.13	Plastic-Laminate-Clad Countertops	CONSTRUCTION DOCUMENTS

TABLE OF CONTENTS		
Division / Section #	Specification Section Title	CURRENT ISSUED SECTION
12 3661.16	Solid Surfacing Countertops	CONSTRUCTION DOCUMENTS
13 0950	MRI Radio Frequency Shielded Enclosure	CONSTRUCTION DOCUMENTS
21 0800	Fire Suppression System	CONSTRUCTION DOCUMENTS
22 0500	Common Work Results for Plumbing	CONSTRUCTION DOCUMENTS
22 0553	Plumbing Identification	CONSTRUCTION DOCUMENTS
22 0700	Plumbing Insulation	CONSTRUCTION DOCUMENTS
22 1000	Pipes, Valves and Piping Specialties	CONSTRUCTION DOCUMENTS
22 2000	Plumbing Systems	CONSTRUCTION DOCUMENTS
22 4300	Medical Gas Systems	CONSTRUCTION DOCUMENTS
23 0500	Common Work Results for HVAC	CONSTRUCTION DOCUMENTS
23 0548	HVAC Vibration Control	CONSTRUCTION DOCUMENTS
23 0553	HVAC Identification	CONSTRUCTION DOCUMENTS
23 0593	Testing, Adjusting, and Balancing	CONSTRUCTION DOCUMENTS
23 0700	HVAC Insulation	CONSTRUCTION DOCUMENTS
23 0923	Temperature Control Systems - OCC	CONSTRUCTION DOCUMENTS
23 0993	Sequence of Operation	CONSTRUCTION DOCUMENTS
23 1000	HVAC Pipe, Valves & Pipe Specialties	CONSTRUCTION DOCUMENTS
23 2100	HVAC Hydronic Systems	CONSTRUCTION DOCUMENTS
23 2200	Steam and Condensate Systems	CONSTRUCTION DOCUMENTS
23 3000	Air Distribution	CONSTRUCTION DOCUMENTS
23 7400	Packaged Heating & Cooling Units	CONSTRUCTION DOCUMENTS
26 0500	Common Work Results for Electrical	CONSTRUCTION DOCUMENTS
26 0519	Low Voltage Electrical Power Conductors and Cables	CONSTRUCTION DOCUMENTS
26 0526	Grounding and Bonding for Electrical Systems	CONSTRUCTION DOCUMENTS
26 0529	Hangers and Supports for Electrical Systems	CONSTRUCTION DOCUMENTS
26 0533	Raceways and Boxes for Electrical Systems	CONSTRUCTION DOCUMENTS
26 0534	Cabinets, Boxes and Fillings	CONSTRUCTION DOCUMENTS
26 0553	Identification for Electrical Systems	CONSTRUCTION DOCUMENTS
26 0583	Wiring Connections	CONSTRUCTION DOCUMENTS
26 2413	Switchboards	CONSTRUCTION DOCUMENTS
26 2416	Panelboards	CONSTRUCTION DOCUMENTS
26 2726	Wiring Devices	CONSTRUCTION DOCUMENTS
26 2800	Low Voltage Circuit Protective Devices	CONSTRUCTION DOCUMENTS
26 5000	Lighting	CONSTRUCTION DOCUMENTS
28 3111	Fire Detection and Alarm	CONSTRUCTION DOCUMENTS
End of Table of Contents		

ATTACHMENT "C"

Drawing Log per GMP Amendment Item A.1.1.8

#	Name	Issuance	Sheet Issue Date	Revision Name	Revision Date
General					
G-000	COVER	CONSTRUCTION DOCUMENTS	10/07/2022		
Life Safety					
LS-101	LIFE SAFETY PLAN - LEVEL 01	CONSTRUCTION DOCUMENTS	10.07.2022		
LS-102	FGI COMPLIANCE	CONSTRUCTION DOCUMENTS	10.07.2022		
LS-200	UL ASSEMBLIES	CONSTRUCTION DOCUMENTS	10.07.2022		
LS-201	UL ASSEMBLIES	CONSTRUCTION DOCUMENTS	10.07.2022		
Architectural					
A-100	ENLARGED ANNOTATION, DEMO AND RCP PLANS	CONSTRUCTION DOCUMENTS	10.07.2022		
A-620	ENLARGED FINISH FLOOR PLANS AND DETAILS	CONSTRUCTION DOCUMENTS	10.07.2022		
A-710	INTERIOR PARTITION TYPES AND DOOR SCHEDULE	CONSTRUCTION DOCUMENTS	10.07.2022		
Plumbing					
P-000	PLUMBING COVER SHEET - LEGEND, GENERAL NOTES & SHEET INDEX	CONSTRUCTION DOCUMENTS	09/06/22		
P-201	ENLARGED SCALE PLUMBING PLANS	CONSTRUCTION DOCUMENTS	09/06/22		
P-401	PLUMBING SCHEDULES & DETAILS	CONSTRUCTION DOCUMENTS	09/06/22		
Mechanical					
M-000	MECHANICAL COVER SHEET	CONSTRUCTION DOCUMENTS	09/06/22		
M-201	LEVEL 1 HVAC PLANS	CONSTRUCTION DOCUMENTS	09/06/22		
M-401	HVAC SCHEDULES, DETAILS, AND CONTROL DRAWINGS	CONSTRUCTION DOCUMENTS	09/06/22		
Electrical					
E-001	ELECTRICAL LEGEND AND DETAILS	CONSTRUCTION DOCUMENTS	09/06/22		
E-201	ONE LINE DIAGRAM	CONSTRUCTION DOCUMENTS	09/06/22		
E-301	ELECTRICAL DEMO PLAN	CONSTRUCTION DOCUMENTS	09/06/22		
E-302	ELECTRICAL LIGHTING PLAN	CONSTRUCTION DOCUMENTS	09/06/22		
E-303	ELECTRICAL POWER AND SYSTEMS PLAN	CONSTRUCTION DOCUMENTS	09/06/22		
E-304	PANEL SCHEDULES	CONSTRUCTION DOCUMENTS	09/06/22		

CONTRACTOR'S EXEMPT CERTIFICATE

THIS CERTIFICATE IS
NOT TRANSFERABLE

Exempt Organization

PROWERS MEDICAL CENTER

USE ACCOUNT NUMBER
for all references

EFFECTIVE DATE

EXPIRATION DATE

89002204-0060

03 - 01 - 24

11 - 30 - 24

PHYSICAL LOCATION:

PROWERS COUNTY HOSPITAL DISTRICT SPD RENOVATION AT 401 KENDALL DR
LAMAR CO 81052



H.W. HOUSTON CONSTRUCTION, LLC
210 S VICTORIA AVE
PUEBLO CO 81003-3435



Heidi Humphreys

Executive Director
Department of Revenue

Contractors Exempt Certificate

This certificate is for use by contractors to purchase building materials tax-free to be used for the above exempt project at the above location only.

I hereby certify that the contractor listed below is a subcontractor on this project. Purchases of building materials used on the project listed above are also exempt.

Sub contractor

Address

Signed under penalty of perjury in the second degree.

Signature - Prime Contractor

Louis Nazario

Louis Nazario VP/Director of Pre-Construction H.W. Houston Construction, LLC

Additional Information

Please be aware that the Department does not issue certificates to each subcontractor. It is the responsibility of the prime contractor to provide a copy of this certificate to each subcontractor for this project. Please follow these procedures:

- Copy this Certificate for each subcontractor. Supply the information requested above and sign the form. Give a copy to the subcontractor for his/her use in purchasing materials tax free for this project.
- Retain the original certificate and a copy of each certificate issued to your subcontractors at your place of business. These copies must be available for a minimum of three years for inspection in the event of an audit.



PROWERS COUNTY USE TAX EXEMPTION REQUEST FORM

MAIL TO: **Prowers County Administration**
301 South Main Street, Suite 215
Lamar, Colorado 81052
ATTN: County Administrator

When the permit applicant believes a project is exempt from Use Tax, this form along with a Colorado Certificate of Exemption must be submitted to Prowers County. Please send the completed documents to the address, fax or email printed at the bottom of this page.

Name: Prowers County Hospital District

Contractor: H.W. Houston Construction, LLC

Project Address: 401 Kendall Drive

City: Lamar State: CO Zip Code: 81502

How would you prefer to be notified?

Email: NaomiO@hwhouston.com

Phone: 719-470-0038

Fax: _____

Signature: Naomi Ortega

Digitally signed by Naomi Ortega
DN: C=US, E=NaomiO@hwhouston.com, O=H.W. Houston
Construction, CN=Naomi Ortega
Date: 2024.03.01 08:13:53-07'00'

Date: 03/01/2024

*** Be sure to include a copy of the Colorado Certificate of Exemption.**

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 3/22/2024 email poll approval of revised Commissioners Meeting Dates for the rest of 2024.

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):

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

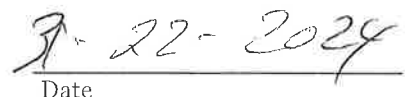
THANK YOU!

2024

COMMISSIONER MEETING DATES 2024			ACCOUNTS PAYABLE & AGENDA ITEMS DUE DATES By 12:00 Noon		PAYROLL DUE DATES By 12:00 Noon	
January	Tuesday	January 9	Wednesday	January 3		
	Tuesday	January 23	Wednesday	January 17	Monday	January 22
February	Tuesday	February 6	Wednesday	January 31		
	Tuesday	February 20	Wednesday	February 14	Tuesday	February 20
March	Tuesday	March 5	Wednesday	February 28		
	Tuesday	March 19	Wednesday	March 13		
			Wednesday	March 20	Tuesday	March 19
April	Tuesday	April 9	Wednesday	April 3		
	Tuesday	April 23	Wednesday	April 17		
			Wednesday	April 24	Friday	April 19
May	Tuesday	May 7	Wednesday	May 1		
	Tuesday	May 21	Wednesday	May 15		
			Monday	May 20	Tuesday	May 21
June	Tuesday	June 11	Wednesday	June 5		
			Wednesday	June 12		
	Monday	June 24	Tuesday	June 18	Wednesday	June 19
July	Tuesday	July 9	Tuesday	July 2		
	Tuesday	July 23	Wednesday	July 17		
			Wednesday	July 24	Monday	July 22
August	Tuesday	August 13	Wednesday	August 7		
			Monday	August 19		
	Tuesday	August 27	Wednesday	August 21	Wednesday	August 21
September	Tuesday	September 10	Wednesday	September 4		
			Wednesday	September 11		
	Tuesday	September 24	Wednesday	September 18	Thursday	September 19
October	Tuesday	October 8	Wednesday	October 2		
	Tuesday	October 22	Wednesday	October 16		
			Wednesday	October 23	Tuesday	October 22
November	Tuesday	November 12	Wednesday	November 6		
			Tuesday	November 19		
	Tuesday	November 26	Wednesday	November 20	Monday	November 18
December	Tuesday	December 10	Wednesday	December 4		
	Tuesday	December 17	Wednesday	December 11		
			Tuesday	December 17	Tuesday	December 17

Approved by BOCC:


Ron Cook, BOCC Chair


Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/09/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 04/03/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving Colorado Department of Transportation Subaward agreement 24-HTR-ZL-00275 for the purchase of two new transit buses, effective until December 31, 2026 totaling \$214,374 with a County match of \$53,594 due in January 2025, and signed by Prowers Area Transit Director Darren Glover on March 21, 2024.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 4/2/2024

Additional Approvals (if required):

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

THANK YOU!

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number / PO Number 24-HTR-ZL-00275 / 491003559
Subrecipient PROWERS COUNTY	Agreement Performance Beginning Date The later of the Effective Date
Subaward Agreement Amount Federal Funds Maximum Amount (80%) \$214,374.00 Local Funds Local Match Amount (20%) \$53,594.00 Agreement Total \$267,968.00	Initial Agreement Expiration Date December 31, 2026
	Fund Expenditure End Date December 31, 2026
	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.
Agreement Purpose In accordance with 49 USC §5339(a), the purpose of this Grant is to provide capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. The work to be completed under this Grant by the Grantee is more specifically described in Exhibit A .	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Required Federal Contract/Agreement Clauses. 5. Exhibit E – Verification of Payment. <p>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:</p> <ol style="list-style-type: none"> 1. Exhibit C – Federal Provisions. 2. Exhibit D – Required Federal Contract/Agreement Clauses. 3. Colorado Special Provisions in §17 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 and Budget. 6. Executed Option Letters (if any). 	
Principal Representatives <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the State: Glenn Krause Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 glenn.krause@state.co.us </div> <div style="width: 45%;"> For Subrecipient: Darren Glover PROWERS COUNTY 200 East Hickory Street Lamar, CO 81052-2842 dglover@prowerscounty.net </div> </div>	

SIGNATURE PAGE

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.

<p>SUBRECIPIENT SIGNATURE PROWERS COUNTY</p> <p>DocuSigned by: By: <u>9CA3539834144G3</u></p> <p>Name: Darren Glover</p> <p>Title: Director</p> <p>Date:</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>DocuSigned by: By: _____</p> <p>Name: *</p> <p>Title: _____</p> <p>Date: _____</p>
<p>SECOND SUBRECIPIENT SIGNATURE, IF NEEDED PROWERS COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>N/A</p> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with S24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: By _____</p> <p>By Effective Date: _____</p>	

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1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the "Subrecipient"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Subrecipient and the State 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 Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure 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 Initial Agreement Expiration 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 - State's Option

The State, at its discretion, 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 State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement 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 State, in its discretion, 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 State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this 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, Subrecipient shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient 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 State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a 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 Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"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 Subrecipient, or the appointment of a receiver or similar officer for Subrecipient 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 Subrecipient 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.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-111-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **"End of Term Extension"** means the time period defined in §2.D.
- J. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **"Extension Term"** means the time period defined in §2.C.
- L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **"FTA"** means Federal Transit Administration.
- O. **"Goods"** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. **"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.
- R. **"Initial Term"** means the time period defined in §2.B.
- S. **"Master Agreement"** means the FTA Master Agreement document incorporated by reference and made part of FTA's standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- T. **"Matching Funds"** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- U. **"Party"** means the State or Subrecipient, and "Parties" means both the State and Subrecipient.
- V. **"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. 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.
- W. **"Recipient"** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- X. **"Services"** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- Y. **"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 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 Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, 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.

- Z. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **"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.
- BB. **"State Records"** means any and all State data, information, and records regardless of physical form.
- CC. **"Subaward Maximum Amount"** means an amount equal to the total of Grant Funds for this Agreement.
- DD. **"Subcontractor"** means any third party engaged by Subrecipient to aid in performance of the Work. "Subcontractor" also includes sub-recipients of Grant Funds.
- EE. **"Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.
- FF. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.
- HH. **"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 elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

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

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as "Federal Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient 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 State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for 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.E.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State 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 Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of 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.

D. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the

Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient 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 Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance

allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a 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 (the "Record Retention Period"). 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 or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient 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

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient 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. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient 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.

Subrecipient 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. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient'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, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Subrecipient 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 Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient 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

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

C. Disclosure to the State

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

- D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.**

10. INSURANCE

Subrecipient 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 State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient 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 1 fire.

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy of Coverage

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

F. Cancellation

All 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 Subrecipient and

Subrecipient shall forward such notice to the State in accordance with §14 within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient 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, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, 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.

I. Certificates

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

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this 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 Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this 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.

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient 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, Subrecipient 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, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient'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.E.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient;

(ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. 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 on the Cover Page for this Agreement 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.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination

of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient 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 Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient 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.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient 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 Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §16.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 in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this 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, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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. External Terms and Conditions

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

L. 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.

M. 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.

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. 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.

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient 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.

- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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.

G. PROHIBITED TERMS.

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

H. 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. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient 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.

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the

Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*	2023-FTA-5339(a): Two (2) BOC Expansions		
Federal Awarding Agency	Federal Transit Administration (FTA)		
Federal Regional Contact	Cindy Terwilliger		
Federal Award Date**	To Be Determined		
Project End Date	December 31, 2026		
FAIN**	To Be Determined	CFDA #	20.526
CFDA Title	Bus and Bus Facilities Grants Program		
Subrecipient	Prowers County	UEID #	Y8C4HSXY95M6
Contact Name	Darren L Glover	Vendor #	2000368
Address	200 East Hickory Street Lamar, Colorado 810522842	Phone #	(719) 931-1070
Email	dglover@prowerscounty.net	Indirect Rate	N/A
WBS***	23-39-08033.PROW.111	ALI	11.13.04
Total Project Budget	\$267,968.00		
Federal FTA-5339 Funds (at 80% or less)	\$214,374.00		
Local Funds (at 20% or more)	\$53,594.00		
Total Project Amount Encumbered via this Subaward Agreement	\$267,968.00		

*This is not a research and development grant.

**The Federal Award Date and FAIN are not available at the time of execution of this Subaward Agreement. This information will be maintained in COTRAMS, CDOT's transit awards management system, and will be available upon request.

*** The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

Prowers County shall use 2023 FTA-5339(a) funds, along with local matching funds, to purchase Two (2) BOC as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

Prowers County shall use capital funds to purchase the following ADA compliant vehicles:

ALI	QTY	Fuel Type	Description	FTA Amount
11.13.04	2	Gasoline	Expansion BOC < 30 FT	\$214,374

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval	5/20/2024
Submit Procurement Authorization (PA) and solicitation docs CDOT Project Manager for Approval	6/15/224
Take Delivery of (First) Vehicle/Equipment/Project Property	1/30/2025
Take Delivery of and Accept All Vehicles/Equipment/Project Property	2/15/2025
Submit Reimbursement Request in COTRAMS	3/15/2025
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: December 31, 2026.	

2. Prowers County shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to Prowers County's written maintenance plans, including manufacturer's recommendations and warranty program(s). Prowers County will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.
3. Performance will be reviewed throughout the duration of this Subaward Agreement. Prowers County shall report to the CDOT Project Manager whenever one or more of the following occurs:
 - a. Budget or schedule changes;
 - b. Scheduled milestone or completion dates are not met;
 - c. Identification of problem areas and how the problems will be resolved; and/or
 - d. Expected impacts and the efforts to recover from delays.
4. Prowers County must comply and submit all reimbursements and reports associated, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is \$267,968.00. CDOT will pay no more than 80% of the eligible, actual project costs, up to the maximum amount of \$214,374.00. CDOT will retain any remaining balance of the federal share of FTA-5339 Funds. Prowers County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$214,374.00 (80%) and matching Local Funds of \$53,594.00 (20%), will be encumbered for this Subaward Agreement.
2. No refund or reduction of the amount of Prowers County's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. Prowers County may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. Prowers County's share, together with the Federal Funds share, must be enough to ensure payment of the Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. Prowers County shall initiate and prosecute to

completion all actions necessary to enable Prowers County to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement of the Capital Asset(s) will comply with state procurement procedures, the DTR Quick Procurement Guide, as well as FTA's requirements and 2 CFR 200.320. In addition to the state requirements outlined below, state and FTA procedures (where applicable) for purchase of the Capital Asset(s) must be followed and will be outlined prior to purchase.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).
2. The second step will be to obtain a Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS.
3. Prior to entering into a purchasing agreement with the selected vendor, Prowers County shall request a Purchase Authorization (PA), and submit a vendor quote for the Capital Asset(s) in COTRAMS. The PA must identify a manufacturer found on the FTA's certified transit vehicle manufacturer (TVM) list. Only those TVM's listed on FTA's TVM list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid on FTA funded vehicle procurements.
4. Upon delivery, Prowers County shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects prevent acceptance of the Capital Asset(s), Prowers County will contact the vendor to resolve any defects and notify CDOT.
5. Prowers County shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days after acceptance** of the Capital Asset(s).

E. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to Prowers County upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Subaward Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Signed Security Agreement (SA)
- Application for Title showing "Colorado Department of Transportation" as the lienholder
- Invoice
- Proof of Payment
- Post Delivery Certifications

Prowers County must submit the final invoice within sixty (60) calendar days of acceptance of the Capital Asset(s), and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Federal Interest-Service Life

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The minimum useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The minimum useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles,

higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from minimum useful life requirements.

FTA maintains its share of the remaining federal interest upon disposition of federally assisted property before the end of its useful life or for a value greater than \$5,000 after the useful life has been met, according to the provisions of FTA C 5010.E1 Chapter IV(4)(o)(1).

Minimum useful life is determined by years of service or accumulation of miles, whichever comes first, in accordance with FTA C. 5010.E1 Chapter IV(4)(f)(2).

Prowers County shall not dispose or otherwise release the Capital Asset(s) to any other party while there is federal interest in the Capital Asset(s) without approval from the CDOT Project Manager.

Prowers County is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a lien release is being requested in order to allow CDOT to process the release of a lien.

CDOT and Prowers County will work in conjunction with Department of Revenue (DOR) to assure the lien is released according to state rules.

G. Training

In an effort to enhance transit safety, Prowers County and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, Prowers County shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

H. Safety Data

Prowers County and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries, and incidents.

I. Restrictions on Lobbying

Prowers County is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

J. Special Conditions

1. Prowers County will comply with all requirements imposed by CDOT on Prowers County so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. Prowers County must permit CDOT and their auditors to have access to Prowers County's records and financial statements as necessary, with reasonable advance notice.
3. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1.
4. Except as provided in this Subaward Agreement, Prowers County shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Subaward Agreement.
5. Prowers County cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
6. Prowers County must obtain CDOT approval, in writing, if FTA funds are intended to be used for

payment of a lease or for third-party contracts.

7. Prowers County shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.
8. If receiving FTA 5311 funding, Prowers County shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
9. If receiving FTA 5311 funding, Prowers County shall maintain and report annually all information required by the National Transit Database (NTD) and any other financial, fleet, or service data.
10. If receiving FTA 5311 or 5339 funding, Prowers County will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
11. Prowers County shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
12. Prowers County shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development, and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
13. Prowers County will provide transportation services to persons with disabilities in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
14. Prowers County shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
15. Prowers County shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, Prowers County shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
16. Prowers County shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
17. Prowers County shall provide CDOT with an equity analysis if the project involves choosing a site or location of a facility in accordance with FTA Circular 4702.1B.
18. Prowers County shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
19. Prowers County will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
20. Prowers County shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR Part 26, and CDOT's DBE program.
21. Meal delivery must not conflict with providing public transportation service or reduce service to public transportation passengers.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. OPTION EFFECTIVE DATE:

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

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS**1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

- 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with

respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

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

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

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

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

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>

3. COMPLIANCE.

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

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]

9. PROCUREMENT STANDARDS.

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

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

EXHIBIT D, REQUIRED FEDERAL CONTRACT/AGREEMENT CLAUSES**Section 3(f) – No Federal government obligations to third-parties by use of a disclaimer**

No Federal/State Government Commitment or Liability to Third Parties. Except as the Federal Government or CDOT expressly consents in writing, the Subrecipient agrees that:

- (1) The Federal Government or CDOT does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third party Participant at any tier, or to any other person or entity that is not a party (FTA, CDOT or the Subrecipient) to the underlying Agreement, and
- (2) Notwithstanding that the Federal Government or CDOT may have concurred in or approved any Solicitation or Third party Agreement at any tier that may affect the underlying Agreement, the Federal Government and CDOT does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA, CDOT, or the Subrecipient) to the underlying Agreement.

Section 4(f) – Program fraud and false or fraudulent statements and related acts

False or Fraudulent Statements or Claims.

- (1) Civil Fraud. The Subrecipient acknowledges and agrees that:
 - (a) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31.
 - (b) By executing the Agreement, the Subrecipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Subrecipient provides to the Federal Government and CDOT.
 - (c) The Federal Government and CDOT may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Subrecipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) Criminal Fraud. The Subrecipient acknowledges that 49 U.S.C. § 5323(f)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

Section 9. Record Retention and Access to Sites of Performance.

- (a) Types of Records. The Subrecipient agrees that it will retain, and will require its Third party Participants to retain, complete and readily accessible records related in whole or in part to the underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Subrecipient agrees to comply with the record retention requirements in the applicable U.S. OT Common Rule. Records pertaining to its Award, the accompanying underlying Agreement, and any Amendments thereto must be retained from the day the underlying Agreement was signed by the authorized FTA (or State) official through the course of the Award, the accompanying Agreement, and any Amendments thereto until three years after the Subrecipient has submitted its last or final expenditure report, and other pending matters are closed.
- (c) Access to Recipient and Third party Participant Records. The Subrecipient agrees and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Subrecipient and each of its Subrecipients,
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Subrecipient or Third party Participant within books, records, accounts, or other locations, and
 - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- (d) Access to the Sites of Performance. The Subrecipient agrees to permit, and to require its Third party Participants to permit, FTA and CDOT to have access to the sites of performance of its Award, the accompanying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with State and the U.S. DOT Common Rules.
- (e) Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

3(G) – Federal Changes

Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.

The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Agreement or this Master Agreement. At the time the FTA Authorized Official (or CDOT) awards federal assistance to the Subrecipient in support of the Agreement, the federal requirements and guidance that apply then may be modified from time to time and will apply to the Subrecipient or the accompanying Agreement, except as FTA determines otherwise in writing.

12 – Civil Rights

(c) Nondiscrimination – Title VI of the Civil Rights Act. The Subrecipient agrees to, and assures that each Third party Participant, will:

- (1) Prohibit discrimination on the basis of race, color, or national origin,
- (2) Comply with:
 - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.;
 - (ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
- (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
 - (ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3; and
 - (iii) All other applicable federal guidance that may be issued.

(d) Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The Subrecipient agrees to, and assures that each Third Party Participant will prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
 - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - (iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
 - (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the Master Agreement;
 - (v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
 - (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
- (2). Specifics. The Subrecipient agrees to, and assures that each Third Party Participant will:
 - (i) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - (A) Recruitment advertising, recruitment, and employment;
 - (B) Rates of pay and other forms of compensation;
 - (C) Selection for training, including apprenticeship, and upgrading; and
 - (D) Transfers, demotions, layoffs, and terminations; but
 - (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60; and
 - (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

(h) Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:

- (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
 - (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR part 1192 and 49 CFR part 38;
 - (iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR part 39;
 - (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR part 35;
 - (vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR part 36;
 - (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630;
 - (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR part 64, Subpart F;
 - (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194;
 - (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609;
 - (x) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
 - (xi) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Incorporation of FTA Terms – 16.a.

- (a) Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
 - (2) To comply with the applicable U.S. DOT Common Rules; and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Energy Conservation – 26.j

- (a) Energy Conservation. The Subrecipient agrees to, and assures that its Subrecipients, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

Applicable to Awards exceeding \$10,000

Section 11. Right of the Federal Government to Terminate.

- (a) Justification. After providing written notice to the Subrecipient, the Subrecipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
- (1) The Subrecipient has failed to make reasonable progress implementing the Award;

- (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
- (3) The Subrecipient has violated the terms of the Agreement, especially if that violation would endanger substantial performance of the Agreement.
- (b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Subrecipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Agreement, and require the Subrecipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

Applicable to Awards exceeding \$25,000

From Section 4. Ethics.

- (a) Debarment and Suspension. The Subrecipient agrees to the following:
 - (1) It will comply with the following requirements of 2 CFR part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR part 1200.
 - (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by-
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200;
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180; and
 - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Subrecipients or Third Party Participants.
 - (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR part 1200.
 - (4) It will that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
 - (5) If the Subrecipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Subrecipient will provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the underlying Agreement,
 - (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (iii) FTA Chief Counsel.

Applicable to Awards exceeding the simplified acquisition threshold (\$100,000-see Note)

Note: Applicable when tangible property or construction will be acquired

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j).

Section 39. Disputes, Breaches, Defaults, and Litigation.

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the FTA Chief Counsel and FTA

Regional Counsel for the Region in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) *Additional Notice to U.S. DOT Inspector General.* The Subrecipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Subrecipient is located, if the Subrecipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Subrecipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Subrecipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Subrecipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA's prior written concurrence.
- (d) Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

Applicable to Awards exceeding \$100,000 by Statute

From Section 4. Ethics.

- a. Lobbying Restrictions. The Subrecipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the underlying Agreement, including any extension or modification, according to the following:
 - (1) Laws, Regulations, Requirements, and Guidance. This includes:
 - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
 - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
 - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Subrecipient's or Subrecipient's proper official channels.

Section 26. Environmental Protections – Clean Air and Clean Water

- (d) Other Environmental Federal Laws. The Subrecipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act,

Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

Applicable with the Transfer of Property or Persons

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- (a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (c) Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR part 381; and
- (d) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 – 301-10.143.

Applicable to Construction Activities

Section 24. Employee Protections.

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
 - (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
 - (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
 - (2) Wage and Hour Requirements of:
 - (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
 - (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
 - (3) "Anti-Kickback" Prohibitions of:
 - (i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
 - (ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
 - (iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR part 3.
 - (4) Construction Site Safety of:
 - (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
 - (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

From Section 16

- (n) Bonding. The Subrecipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
 - (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
 - (2) Activities Not Involving Construction. For each Project or related activities implementing the Agreement not involving construction, the Subrecipient will not impose excessive bonding and will follow FTA guidance.

From Section 23

- (b) **Seismic Safety.** The Subrecipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically, 49 CFR § 41.117.

Section 12 Civil Rights D(3)

Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

- (i.) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and
- (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Applicable to Nonconstruction Activities

From Section 24. Employee Protections

- (b) **Awards Not Involving Construction.** The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.

Applicable to Transit Operations

- a. **Public Transportation Employee Protective Arrangements.** As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Subrecipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
 - (1) **U.S. DOL Certification.** When its Awarded, the accompanying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Subrecipient agrees that the certification issued by U.S. DOL is a condition of the underlying Agreement and that the Subrecipient must comply with its terms and conditions.
 - (2) **Special Warranty.** When its Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Subrecipient agrees that its U.S. DOL Special Warranty is a condition of the underlying Agreement and the Subrecipient must comply with its terms and conditions.
 - (3) **Special Arrangements for Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310.** The Subrecipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subagreement participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 28. Charter Service.

- (a) **Prohibitions.** The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service," 49 CFR part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- (b) **Exceptions.** Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

- (1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Subrecipient uses that federal assistance for FTA program purposes only, and
- (2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Subrecipient uses that federal assistance for program purposes only.
- (c) Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

- (a) *Prohibitions.* The Subrecipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR part 605, and any other applicable federal "School Bus Operations" laws, regulations, federal requirements, or applicable federal guidance.
- (b) *Violations.* If a Subrecipient or any Third Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Subrecipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Subrecipient or Third Party Participant from receiving federal transit assistance.

From Section 35 Substance Abuse

c. Alcohol Misuse and Prohibited Drug Use.

- (1) Requirements. The Subrecipient agrees to comply and assures that its Third Party Participants will comply with:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5331;
 - (ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655; and
 - (iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR part 40.
- (2) Remedies for Non-Compliance. The Subrecipient agrees that if FTA determines that the Subrecipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR part 655, the Federal Transit Administrator may bar that Subrecipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Applicable to Planning, Research, Development, and Documentation Projects

Section 17. Patent Rights.

- a. General. The Subrecipient agrees that:
 - (1) Depending on the nature of the Agreement, the Federal Government may acquire patent rights when the Subrecipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;
 - (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the underlying Agreement; or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Subrecipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Subrecipient agrees that:
 - (1) Its rights and responsibilities, and each Third Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the

Subrecipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR part 401.

- c. **License Fees and Royalties.** Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

- (a) **Definition of "Subject Data."** As used in this section, "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying Agreement.
- (b) **General Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Agreement:
 - (1) **Prohibitions.** The Subrecipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) **Exceptions.** The prohibitions do not apply to publications or reproductions for the Subrecipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- (c) **Federal Rights in Data and Copyrights.** The Subrecipient agrees that:
 - (1) **General.** It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
 - (2) **U.S. DOT Public Access Plan – Copyright License.** The Subrecipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Subrecipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- (d) **Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.** In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Subrecipient and its Third Party Participants. Therefore, the Subrecipient agrees that:
 - (1) **Publicly Available Report.** When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Agreement that FTA may publish or make available for publication on the Internet.
 - (2) **Other Reports.** It must provide other reports related to the Award that FTA may request.
 - (3) **Availability of Subject Data.** FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
 - (4) **Identification of Information.** It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) **Incomplete.** If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes "subject data" and must be delivered as the Federal Government may direct.
 - (6) **Exception.** This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Subrecipient's use and acquired with FTA capital program assistance.
- (e) **License Fees and Royalties.** Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable requirements.

- (f) *Hold Harmless.* Upon request by the Federal Government, the Subrecipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- (g) *Restrictions on Access to Patent Rights.* Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (h) *Data Developed Without Federal Assistance or Support.* The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- (i) *Requirements to Release Data.* The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
 - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552.
 - (2) The U.S. DOT Common Rules.
 - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howto comply.html>, or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Agreement, and any Amendments thereto.

Miscellaneous Special Requirements

From Section 12. Civil Rights.

- (e) *Disadvantaged Business Enterprise.* To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Agreement as follows:
 - (1) *Statutory and Regulatory Requirements.* The Subrecipient agrees to comply with:
 - (i) Section 11101(e) of IIJA;
 - (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - (2) *DBE Program Requirements.* A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 the requirements of 49 CFR part 26.
 - (3) *Special Requirements for a Transit Vehicle Manufacturer (TVM).* The Subrecipient agrees that:
 - (i) *TVM Certification.* Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR part 26; and
 - (ii) *Reporting TVM Awards.* Within 30 days of any third party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
 - (4) *Assurance.* As required by 49 CFR § 26.13(a):
 - (i) *Recipient Assurance.* The Subrecipient agrees and assures that:

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- (A) It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26;
 - (B) It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
 - (C) Its DBE program, as required under 49 CFR part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
 - (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
- (ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance.* The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
- (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR part 26;
 - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
 - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of subparagraph 12.e(4)(b) (of FTA MA(23)) is a material breach of their subagreement, third party contract, or third party subcontract, as applicable; and
 - (D) The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) *Remedies.* Upon notification to the Subrecipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

- (h) *Nondiscrimination on the Basis of Disability.* The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
 - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
 - (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27;

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- (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR part 1192 and 49 CFR part 38;
- (iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR part 39;
- (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR part 35;
- (vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR part 36;
- (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630;
- (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR part 64, Subpart F;
- (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194;
- (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609,
- (xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16. Procurement.

- (a) *Federal Laws, Regulations, Requirements, and Guidance.* The Subrecipient agrees:
 - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
 - (2) To comply with the applicable U.S. DOT Common Rules; and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

State Requirements

Section 37. Special Notification Requirements for States.

- (a) *Types of Information.* To the extent required under federal law, the State, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- (b) *Documents.* The State agrees to provide the information required under this provision in the following documents:
 - (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

EXHIBIT E, VERIFICATION OF PAYMENT

This checklist is to assist the Subrecipient in preparation of its billing packets to State. This checklist is provided as guidance and is subject to change by State. State shall provide notice of any such changes to Subrecipient. All items may not apply to your particular entity. State's goal is to reimburse Subrecipients as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
 - Identify check number or EFT number;
 - If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
 - In-Kind (must be pre-approved by State) and/or cash match;
 - Date of the report;
 - Accounting period;
 - Current period transactions; and
 - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
 - copies of checks;
 - check registers; and
 - paycheck stub showing payment number, the amount paid, the check number or electronic funds transfer (EFT), and the date paid.
- ✓ State needs to ensure that expenditures incurred by the local agencies have been paid by Party *before* State is invoiced by Party.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by State prior to any Work taking place.**

- ✓ If in-kind or cash match is being used for the Local Match, the in-kind or cash match portion of the project must be included in the project application and the statement of work attached to the Agreement or purchase order. FTA does not require pre-approval of in-kind or cash match, but State does.
- ✓ General ledger must also show the in-kind and/or cash match.

☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by State prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from State or your cognizant agency for indirect costs, as defined in 2 CCR §200. 19, must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from the cognizant agency for indirect costs, as defined in 2 CCR §200. 19, that verifies fringe benefit, or
- ✓ Submit the following fringe benefit rate proposal package to State Audit Division:
 - Copy of Financial Statement;
 - Personnel Cost Worksheet;
 - State of Employee Benefits; and
 - Cost Policy Statement.