

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
June 27, 2023

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

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles
8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. Jesse Trujillo, HCPF Program Manager for Overflow
- Processing Center (OPC)

10:00 a.m. Judy Wittman, Prowers County Treasurer
- County Financial Update

2:30 p.m. Michelle Hiigel, Land Use Administrator, Darla Scranton Specht, 1041
Regulations Attorney, and Michelle Nelson, AgriTech Consultant
- Koeller 1041 Report

3:00 p.m. Marilyn Wagner, CTSI
- CTSI 5 Year Loss Analysis and Pool Update

3:30 p.m. Town of Holly Board of Trustees and Prowers County Sheriff
- Public Safety Discussion

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m. Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of June 13, 2023 BOA Meeting Minutes
4. Consider Approval of June 13, 2023 BOCC Meeting Minutes

Public Appearances

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

1:05 p.m.

Paula Gonzales, Finance Director/Budget Officer

- Public Hearing Re: 2022 Supplemental Budget #2

1:10 p.m.

Mark Westhoff

- County Administrator Update

1:15 p.m.

Rose Pugliese, Esq.

- County Attorney Update

1:20 p.m.

Executive Session pursuant to C.R.S. §24-6-402(4)(b)

(Conference with the Attorney for the Board for the purposes of receiving legal advice on specific legal questions associated with budget items).

ACTION ITEMS:

1. Consider approval of adoption of Resolution for 2022 Supplemental Budget #2, Hotline Connection Center Funds increased by \$110,473.00 for the purpose of unanticipated expenses.
2. Consider approval of Master Contract 23 FAA 00042 Task Order # 2023*0044 in the amount of \$92,144.00, expiration date June 30, 2024 and authorizing Meagan Hillman, Public Health Director to execute the document electronically.
3. Consider approval of Underground and Utility Permit #954 for May Valley Water Association, installing a water valve located on County Rd. PP at the May Valley Water Site #7 between County Rd. 4 and 5, and no permit fee is assessed.

4. Consider approval of Contract Amendment #4, 2024*0149 original Contract No. 2020*0521 in the amount of \$149,799.00 for Regional Healthcare Coalition (SERHCC), Contract expires June 30, 2024 and authorizing Meagan Hillman, Public Health Director to execute the document electronically.
5. Consider approval of Proposed Renumbering Corrections to the Prowers County Personnel Handbook due to revisions, changes and to correct errors found.
6. Consider approval of Adding Proposed Revisions to Section 112 of the County Personnel Handbook Policy for Separation from Employment Policy.
7. Consider approval and Repealing of Section 103, 104, and 105 of the Prowers County Personnel Handbook Harassment Policy and Replace with the approved Policy.
8. Consider approval of 2024 CDOT FTA 5311 Administration and Operations Grant Application and authorizing Darren Glover, Prowers Area Transit Director to submit the application electronically.
9. Consider approval of a Prowers Area Transit ADA Policy.
10. Consider ratifying 6-13-2023 email poll approval of Contract Amendment #2, 22-172135A2 to original Contract # 22-172135, total amount \$8,992,041.00, for the Overflow Processing Center (OPC), Contract expires June 30, 2024 and authorized Ron Cook, Chairman of the Board to execute the document electronically.
11. Consider ratifying 6-20-2023 email poll approval for Payment of Bills presented in the amount of \$144,218.79, Department of Human Services Payment of Bills presented in the amount of \$54,938.11, Welcome Home Center, \$11,063.58 and H3C \$1,882.36 with the Certification date 6-20-2023.
12. Consider ratifying 6-21-2023 email poll approval to Amend the Hotel & Restaurant with Optional Premises (County) Liquor License for Robert J. Haney Jr., dba IGOTTAGOLF to expire on June 19, 2024 in order to match the same expiration date on the State Liquor Enforcement Division's License that they issued for the premise's location: 28157 US Hwy 287, Lamar, CO
13. Consider approval of Hotline County Connection Center Rental Agreement in the amount of \$8,522.52 between Prowers County Board of Commissioners and the Hotline County Connection Center and authorizing Ron Trowbridge and Lanie Meyers-Mireles to execute the document.

14. Consider approval of Memorandum of Understanding between (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) Prowers County Department of Human Services (The One Stop Partner) as required by Workforce Innovation and Opportunity Act of 2014 (WIOA), expiration date June 30, 2026 and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document electronically.
15. Consider approval of acknowledgement that Check #69228 for \$196.50 was cashed before the recipient knew that the check was voided by the Board of Commissioners on June 13, 2023.
16. Consider approval of Schedule A, Accurint for Government User Subscription for a term beginning July 1, 2023 and ending June 30, 2024, total monthly fee in the amount of \$200.00 and authorizing Judy Wittman, County Treasurer to execute the document electronically.

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: 06/27/2023

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 06/14/2023

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Adoption of Resolution for 2022 Supplemental Budget #2, Hotline Connection Center Fund increases by \$110,473.00 for the purpose of unanticipated expenses.

Justification or Background:

Approve and Sign Supplemental Budget Resolution #2 appropriating additional sums of money to defray expenses in excess of the amounts budgeted for the Hotline Center Fund expense

Fiscal Impact: This item is budgeted in the following account code: 12-45-411300, 12-45-411500, 12-45-437900, 12-45-65020

County: \$__110,473.00_ Federal: \$_____ State: \$_____ Other: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):

RESOLUTION FOR SUPPLEMENTARY BUDGET

Resolution No. 2023 - _____

A Resolution appropriating additional sums of money to defray expenses in excess of amounts budgeted for Prowers County, Colorado.

WHEREAS, the receipt of unanticipated revenues and revenues not assured at the time of the adoption of the budget, other than property taxes, have been realized during the year, and

WHEREAS, money is available from various grants, fees and other sources as detailed on the attached pages.

NOW THEREFORE, be it resolved by the Board of Commissioners of Prowers County, CO:

Section 1. A. That the 2022 Budget for the Hotline County Connection Center Fund is hereby increased for the purpose of unanticipated expenses.

The Hotline County Connection Center Fund expense is increased by a total of \$110,473.

ADOPTED, this 27th day of June, 2023

Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

ATTEST:

Jana Coen, County Clerk

NOTICE AS TO PROPOSED SUPPLEMENTAL BUDGET

Notice is hereby given that a Proposed Supplemental Budget has been submitted to the Prowers County Board of Commissioners for the year of 2022. A copy of the proposed changes has been filed with the office of the County Clerk where the same is open to public inspection. These budget changes will be considered at a Public Hearing to be held in the Prowers County Courthouse on June 27, 2023 at 1:05 p.m. in the Commissioner's meeting room. Any such taxpayer within Prowers County may, at any time prior to the final adoption of the Supplemental Budget, file or register his or her objections thereto.

Prowers County Board of County Commissioners

By:

Paula Gonzales
Budget Officer
06/06/2023

PROWERS COUNTY 2022 BUDGET

12/7/2021

3/1/2023

6/7/2023

All Funds Recap

2019	2020	2021	2021	2021	2022			2022	2022	2022
Actuals	Actuals	Adopted	6 mo Actual	Estimated	Preliminary	Account	Description	Approved	Amended	Supplemental
					Budget			Budget	Budget	Budget #2
BEGINNING FUND BALANCE:					14,639,885	15,331,213		15,331,213	15,331,213	15,331,213
REVENUES										
7,958,472	8,079,298	9,853,603	4,602,464	9,287,340	10,820,155	01	County General Fund	10,833,951	10,833,951	10,833,951
4,205,243	3,359,965	3,455,920	1,864,754	3,467,491	3,561,910	02	Road & Bridge Fund	3,554,153	3,554,153	3,554,153
0	0	0	0	0	0	03	County Sales Tax Fund	0	0	0
0	0	0	0	0	0	04	Contingent Fund	0	0	0
0	0	0	0	0	0	05	Public Library Fund	0	0	0
33,009	29,559	28,185	47,354	35,060	32,550	06	Conservation Trust Fund	32,550	32,550	32,550
0	692,000	1,258,397	420,122	825,122	4,140,209	07	Capital Fund	1,922,405	1,922,405	1,922,405
512,492	207,657	650,000	29,339	650,000	770,000	08	Outside Agencies Fund	770,000	2,130,502	2,130,502
109,088	145,665	121,165	52,648	105,296	175,225	09	County Lodging Tax Fund	135,225	135,225	135,225
8,378,893	10,551,662	9,564,466	6,490,877	10,687,524	9,374,132	10	Human Services Fund	10,607,026	14,905,776	14,905,776
2,177,080	2,392,882	2,662,991	851,837	2,383,660	2,879,088	11	Public Health Agency Fund	2,840,511	2,840,511	2,840,511
1,350,145	1,373,695	1,445,000	749,744	1,499,488	1,560,075	12	Hotline County Connection Center	1,560,075	1,560,075	1,684,320
0	618,323	1,699,580	499,847	1,750,323	2,530,642	13	Consolidated Return Mail Center	2,228,140	2,228,140	2,228,140
0	0	0	0	998,802	1,382,985	14	Overflow Processing Center	1,382,985	1,577,303	1,577,303
24,724,421	27,450,707	30,739,307	15,608,987	31,690,106	37,226,972			35,867,022	41,720,592	41,844,837
EXPENSES										
7,023,893	7,947,724	10,157,787	4,063,590	9,535,249	10,611,414	01	County General Fund	10,867,491	10,867,491	10,867,491
2,986,457	2,647,133	3,176,059	1,298,114	3,182,484	3,348,443	02	Road & Bridge Fund	3,402,072	3,402,072	3,402,072
0	0	0	0	0	0	03	County Sales Tax Fund	0	0	0
0	0	0	0	0	0	04	Contingent Fund	0	0	0
0	0	0	0	0	0	05	Public Library Fund	0	0	0
83,197	33,954	74,500	10,617	25,500	66,000	06	Conservation Trust Fund	66,000	66,000	66,000
347,999	592,177	945,136	406,806	756,990	2,926,948	07	Capital Fund	1,504,144	1,504,144	1,504,144
510,933	195,768	650,000	29,339	650,000	770,000	08	Outside Agencies Fund	770,000	2,130,502	2,130,502
92,011	100,652	141,246	51,748	110,746	239,496	09	County Lodging Tax Fund	199,536	199,536	199,536
8,310,776	10,507,029	9,486,345	6,193,854	10,577,178	9,307,404	10	Human Services Fund	10,564,578	14,874,578	14,874,578
2,173,175	2,357,318	2,843,478	986,123	2,490,296	3,035,083	11	Public Health Agency Fund	3,063,384	3,063,384	3,063,384
1,272,016	1,374,568	1,453,571	616,654	1,423,347	1,485,757	12	Hotline County Connection Center	1,502,676	1,502,676	1,613,149
0	316,738	1,625,685	478,114	1,674,222	2,420,614	13	Consolidated Return Mail Center	2,131,265	2,131,265	2,131,265
0	0	0	0	572,767	1,322,855	14	Overflow Processing Center	1,322,855	1,421,639	1,421,639
22,800,456	26,073,062	30,553,806	14,134,959	30,998,778	35,534,014			35,394,002	41,163,287	41,273,761
1,923,965	1,377,645	185,500	1,474,028	691,328	1,692,958	Revenues over/under Expenditures		473,020	557,304	571,076
ENDING FUND BALANCE:					15,331,213	17,024,171		15,804,233	15,888,517	15,902,289
							+ RB Hwy 196	7,885,033	7,885,033	7,885,033
								23,689,266	23,773,550	23,787,322

PROWERS COUNTY 2022 BUDGET

12/7/2021

6/7/2023

Hotline County Connection Center (H3C) Fund

2019	2020	2021	2021	2021	2022			2022	2022
Actuals	Actuals	Adopted	6 mo Actual	Estimated	Preliminary Budget	Account	Description	Approved Budget	Supplemental Budget
BEGINNING FUND BALANCE:					431,156	507,297		507,297	507,297
REVENUES									
948,168	971,135	1,014,000	512,738	1,025,476	1,044,320	12-45-340000	H3C State Revenue	1,044,320	1,044,320
401,977	401,129	431,000	237,006	474,012	515,755	12-45-340100	County Revenue	515,755	640,000
0	1,431	0	0	0	0	12-45-350000	County Revenue	0	0
1,350,145	1,373,695	1,445,000	749,744	1,499,488	1,560,075		TOTALS	1,560,075	1,684,320
EXPENSES									
72,862	73,955	74,957	37,458	74,916	74,916	12-45-411100	Salary - Program Manager	75,665	75,665
94,100	102,008	103,334	51,667	103,334	103,334	12-45-411200	Salary - Supervisor	104,367	104,367
201,252	394,399	405,200	199,410	398,820	426,200	12-45-411300	Salary - Intake Specialist	432,593	500,000
432,102	270,172	303,900	142,865	285,730	299,730	12-45-411400	Salary - Intake Specialist (Nights/Wknd)	304,226	304,226
24,445	27,497	20,260	11,789	23,578	23,578	12-45-411500	Salary - Intake Specialist Overtime	23,932	35,000
61,651	64,810	69,435	33,103	66,206	70,973	12-45-415100	FICA	71,970	71,970
1,471	1,505	1,600	764	1,528	1,637	12-45-415400	Vision Insurance Premium	1,637	1,637
145,483	154,704	166,912	81,472	162,944	170,240	12-45-415500	Health Insurance Premium	170,240	170,240
40,677	43,244	45,383	22,154	44,308	46,388	12-45-415600	Retirement - County Share	47,039	47,039
1,939	1,987	2,100	1,015	2,030	2,116	12-45-415700	Group Life Insurance Premium	2,116	2,116
2,488	2,412	2,723	1,232	2,464	2,783	12-45-415900	Unemployment Insurance	2,822	2,822
6,793	4,494	6,000	4,154	8,308	7,000	12-45-420100	Telephone	7,000	7,000
11,829	21,410	31,286	16,013	32,026	32,026	12-45-420110	IT Support	32,026	32,026
328	684	685	0	685	685	12-45-420300	Vehicle Insurance	685	685
772	1,694	1,700	0	1,700	1,700	12-45-420400	Worker Compensation	1,700	1,700
424	10	500	190	380	500	12-45-420600	Professional Services - screening	500	500
14	0	2,400	0	1,000	2,400	12-45-421100	Mileage/Meeting Expense	2,400	2,400
2,549	31	2,600	0	1,000	2,600	12-45-421120	Professional Dev/Training	2,600	2,600
483	1,837	1,800	1,138	2,276	2,000	12-45-422400	Subscriptions	2,000	2,000
4,199	2,534	4,000	1,432	2,864	4,000	12-45-425400	Equipment Repair/Maintenance	4,000	4,000
7,141	3,227	5,000	2,515	5,030	5,000	12-45-430100	Office Supplies	5,000	5,000
40	0	500	0	0	500	12-45-430900	Vehicle Maintenance	500	500
7,829	8,356	4,000	4,455	8,910	4,000	12-45-437900	Computer Equipment	4,000	22,000
0	8,300	7,700	3,828	7,656	7,656	12-45-440100	Building Rent	7,656	7,656
8,560	179,204	189,596	0	185,654	193,794	12-45-465020	Administrative Fees	196,001	210,000
0	6,094	0	0	0	0	12-45-465030	Accounting/HR DHS	0	0
142,585	0	0	0	0	0	12-45-491000	Transfer out	0	0
0	0	0	0	0	0	12-45-439200	Contingency	0	0
1,272,016	1,374,568	1,453,571	616,654	1,423,347	1,485,757		TOTALS	1,502,676	1,613,149
78,129	-873	-8,571	133,090	76,141	74,318		Revenues over/under Expenditures	57,399	71,171
ENDING FUND BALANCE:					507,297	581,615		564,696	578,468

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 27, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/13/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: Contract start date is July 1, 2023

Item Title/Recommended Board Action:

Consider approval of Master Contract 23 FAA 00042 Task Order # 2023*0044 in the amount of \$92,144.00, expiration date June 30, 2024 and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

Justification or Background: Less total from last year as CALPHO funds were passed through when I was President.

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):

TASK ORDER CONTRACT AMENDMENT #Insert Amendment Number
SIGNATURE AND COVER PAGE(S)

State Agency Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Master Task Order Contract Number: 23 FAA 00042 Original Task Order Number: 2023*0044
Contractor: Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar, Colorado 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar, Colorado 81052-3838	Task Order Amendment Number: 2023*0044 Amendment #1
Task Order Performance Beginning Date July 1, 2022	Task Order Expiration Date June 30, 2024

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*0044	\$17,357.00	\$355,473.00	\$0.00	7/1/2022-6/30/2023	\$372,830.00
Amendment #1	2023*0044	\$17,357.00	\$74,787.00	\$0.00	7/1/2023-6/30/2024	\$92,144.00
Current Contract Maximum Cumulative Amount						\$464,974.00

1. **PARTIES**

This Amendment (the "Amendment") to the Original Task Order Contract shown on the 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 Original Master Task Order Contract and the Original Task Order Contract.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after 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 Task Order Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2023**, whichever is later, and shall terminate on the termination of the Task Order Contract.

4. **PURPOSE**

The Parties entered into the agreement to **The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.**

The Parties now desire to **increase funding and change the Statement of Work** for the following reason: to renew for FY24 and remove CALPHO references since the president no longer resides at Prowers County Public Health.

5. **MODIFICATIONS**

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

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

- B. The 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.
- C. The Parties now agree to modify **Exhibit A - Statement of Work** of the agreement. **Exhibit A** is deleted and replaced in its entirety with **Exhibit A - Statement of Work**, attached to this Amendment for the following reason: **update for FY24 renewal**.
- D. The Parties now agree to modify **Exhibit B - Budget** of the agreement. **Exhibit B - Budget** is deleted and replaced in its entirety with **Exhibit B - Budget**, attached to this Amendment for the following reason: **update for FY24 renewal**.

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.

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

EXHIBIT A**STATEMENT OF WORK**

To Original Contract Number 2023*0044 Amendment #1

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**1. Project Description:**

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services, which includes Maternal and Child Health (MCH), within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

2. Definitions:

- a. CDPHE: Colorado Department of Public Health and Environment
- b. CDS: CYSHCN Data System
- c. CYSHCN: Children and Youth with Special Health Care Needs
- d. HCP: Program for Children and Youth with Special Health Care Needs
- e. MCH: Maternal and Child Health
- f. OPHP: Office of Public Health Practice, Planning, and Local Partnerships

3. Work Plan:**a. Local Core Public Health Services**

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
Primary Activity #1	The Contractor shall provide or assure the provision of Core Public Health Services within their jurisdiction.
Sub-Activities #1	1. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i> . These documents are incorporated and made part of this contract by reference and are available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do .
Primary Activity #2	The Contractor shall prepare reports.
Sub-Activities #2	1. The Contractor shall prepare an annual report.

Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference. 3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do. 4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs. 5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured. 	
Expected Results of Activity(s)	Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE. 	
		Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by OPHP. 	No later than June 15

B. Maternal and Child Health Services

Goal #1: Promote healthy outcomes for Colorado women, children and youth.	
Objective #1: No later than the expiration of the contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.	
Primary Activity #1	The Contractor shall implement evidence-based strategies to improve maternal and child health, including CYSHCN.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall complete the electronic, CDPHE-provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS. 2. The Contractor shall implement their CDPHE approved local plan submitted within the agency's MCH Planning Form. 3. The Contractor shall complete the electronic, CDPHE-provided MCH Annual Reporting Form.

Standards and Requirements	<ol style="list-style-type: none">1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.2. The Contractor’s work shall be guided by the OPHP MCH 2023-2027 Planning Guidance for Local Public Health Agencies. This information is located on the MCH website www.mchcolorado.org and incorporated and made part of this contract by reference.3. The Contractor shall either<ol style="list-style-type: none">a. participate in the Mid-Year check-in call orb. complete an electronic, CDPHE-provided Mid-Year check-in form4. CDPHE will provide the electronic program templates for the implementation of work represented in this contract:<ol style="list-style-type: none">a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.5. Contractors receiving greater than \$40,000 in MCH Block Grant Funding, shall either<ol style="list-style-type: none">a. implement HCP, a Program for Children and Youth with Special Health Care Needs, orb. implement another approved CYSHCN activity within their agreed upon jurisdiction.	
Expected Results of Activity(s)	Maintain or increase the health status and needs of the maternal and child population within the Contractor’s jurisdiction	
Measurement of Expected Results	<p>The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply.</p> <ol style="list-style-type: none">1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic Mid-Year Check-in Call or Form.2. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic MCH Annual Reporting Form.	
Deliverables	<ol style="list-style-type: none">1. The Contractor shall submit the electronic MCH Annual Reporting Form for the <u>previous contract period</u>.	Completion Date No later than August 15
	<ol style="list-style-type: none">2. The Contractor shall submit the Mid-Year check-in electronic form. (This deliverable is for contractors who elected to complete the form rather than attend the Mid-Year check-in call, as outlined in Standard and Requirements 4 above.)	No later than December 30
	<ol style="list-style-type: none">3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than May 31

4. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships's Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

5. Resolution of Non-Compliance:

The Contractor will be notified in writing within **seven (7)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the time line, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT B

BUDGET

I. Entity Name: Prowers County Public Health

II. Budget:

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	TOTAL Payment
July 1 through September 30	\$18,699.00	\$4,340.00	\$23,039.00
October 1 through December 31	\$18,696.00	\$4,339.00	\$23,035.00
January 1 through March 31	\$18,696.00	\$4,339.00	\$23,035.00
April 1 through June 30	\$18,696.00	\$4,339.00	\$23,035.00
Total	\$74,787.00	\$17,357.00	\$92,144.00

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-27-2023

Submitter: Mark Dorenkamp, R&B Director

Submitted to the County Administration Office on: 6-15-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit #954 for May Valley Water Association, installing a water valve located on County Rd. PP at May Valley Water Site 7 between County Rd. 4 & 5 and no permit fee is assessed.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

PERMIT NUMBER 954



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: May Valley Water **DATE:** 5-31-23
ADDRESS: PO Box 310 214 Main Wiley CO 81092

Your request for permission to install a mainline water valve in PCR
PP @ MVWA site between PCR 4 & 5
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 36 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.

SPECIAL PROVISIONS:

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

Underground and Utility Permit

Permit Number 954

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 120 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

PROWERS COUNTY, COLORADO

By [Signature]
Road & Bridge Supervisor (Date)

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.

PERMITTEE Signature: [Signature] DATE: 5-31-23



38°10'18"N 102°40'48"W

PC
R 4

PCR PP

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 27, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/14/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: Contract start date is July 1, 2023

Item Title/Recommended Board Action:

Consider approval of Contract Amendment #4, 2024*0149 original Contract No. 2020*0521 in the amount of \$149,799.00 for Regional Healthcare Coalition (SERHCC), Contract expires June 30, 2024 and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

Justification or Background: We are the Fiscal Agent for the regional Healthcare Coalition (SERHCC)

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

CONTRACT AMENDMENT #4**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2020*0521		
Contractor: Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street #215 Lamar, CO 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar, Colorado 81052-3838				Amendment Contract Number: 2024*0149 Amendment #4		
Contract Performance Beginning Date: July 1, 2019				Current Contract Expiration Date: June 30, 2024		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0521	\$144,698.00	\$0.00	\$0.00	7/1/2019-6/30/2020	\$144,698.00
Contract Amendment #1	2020*0521 Amendment #1	\$148,027.00	\$0.00	\$0.00	7/1/2020-6/30/2021	\$148,027.00
Contract Amendment #2	2022*0422 Amendment #2	\$148,027.00	\$0.00	\$0.00	7/1/2021-6/30/2022	\$148,027.00
Contract Amendment #3	2023*0289 Amendment #3	\$148,027.00	\$0.00	\$0.00	7/1/2022-6/30/2023	\$148,027.00
Contract Amendment #4	2024*0149 Amendment #4	\$149,799.00	\$0.00	\$0.00	7/1/2023-6/30/2024	\$149,799.00
Current Contract Maximum Cumulative Amount						\$738,578.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of the Prowers County Public Health	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
By: Signature Meagan Hillman	By: Signature
Name of Person Signing for Contractor Director	Name of Executive Director Delegate
Title of Person Signing for Contractor	Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2023**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2024**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to strengthen and enhance the preparedness of the public health and medical system to respond to and recover from emergency incidents through the development of Health Care Coalitions (HCCs).

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: To update the contract documents and requirements for fiscal year 2024.

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The 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.
- C. The Parties now agree to modify Exhibit B, Statement of Work. Exhibit B, Statement of Work, is deleted and replaced in its entirety with Exhibit B, Statement of Work, attached to this Amendment, for the following reason: to issue the fiscal year 2024 Statement of

Work.

- D. The Parties now agree to modify Exhibit D, Budget, of the agreement. Exhibit D, Budget, is deleted and replaced in its entirety with Exhibit D, Budget, attached to this Amendment for the following reason: to issue the fiscal year 2024 Budget.
- E. The Parties now agree to modify Exhibit F, Federal Provisions, of the agreement. Exhibit F, Federal Provisions, is deleted and replaced in its entirety with Exhibit F, Federal Provisions, attached to this Amendment for the following reason: to reflect changes to the federal award identification number.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK
To Original Contract Number 2020*0521

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

I. Project Description:

This project serves as a planning program to strengthen and enhance the preparedness of the health and medical system to respond to and recover from emergency incidents through the development and maintenance of Health Care Coalitions (HCC) throughout Colorado. HCC development includes mandatory HCC membership criteria, alignment with the Division of Homeland Security and Emergency Management All Hazards Regions, creation of governance structures that include fiscal procedures, and the creation of a preparedness plan. To test these planning efforts, the HCC shall conduct communication tests and a Medical Response and Surge Exercise (MRSE), ensuring capacity and capability to access immediate patient bed availability, track patients, share needed information keeping responder situational awareness, and continue to advance an effective regionalized health and medical emergency management system in support of jurisdictional response. This is done through maintaining and growing HCC functioning through maintaining current regional boundaries, core member organizations engagement with training, exercises, governance, and participation in current and future federal health care situational awareness initiatives. HCC functional growth is addressed through five (5) key gaps: 1) Identifying Risks and Needs; 2) Developing coordinated response plans; 3) Continuity of operations plan; 4) Maintaining access to resources during emergencies; and 5) Medical surge planning.

II. Definitions:

1. AAR/IP - After-Action Report and Improvement Plan
2. AFN - Access and Functional Needs
3. APR - Annual Progress Report
4. ASPR - Administration for Strategic Preparedness and Response
5. BM - Benchmark
6. CA - Clinical Advisor
7. CAT - Coalition Assessment Tool
8. CDPHE - Colorado Department of Public Health and Environment
9. CMIST - A framework that provides a set of considerations to assist healthcare providers in addressing access and functional needs during a public health emergency. The CMIST Framework is a mnemonic device consisting of five categories: Communication, Maintaining Health, Independence, Support, Transportation.
10. CONOPS - Concept of Operations
11. CONTRACTOR - The fiscal agent is responsible for activity fund distribution to achieve the Hospital Preparedness Program requirements in the FOA.
12. CO-SHARE - CDPHE OEPRs google web page for grant resources and reporting
13. EEI - Essential Elements of Information
14. EMS - Emergency Medical Service
15. FA - Fiscal Agent
16. FOA - Funding Opportunity Announcement
17. FTE - Full-Time Equivalent
18. HCC - Health Care Coalition
19. HPP - Hospital Preparedness Program
20. HSEEP - Homeland Security Exercise and Evaluation Program

EXHIBIT B

21. IPP - Integrated Preparedness Plan
22. IPPW - Integrated Preparedness Plan Workshop
23. JRA - Jurisdictional Risk Analysis
24. LPHA - Local Public Health Agency
25. MCM - Medical Countermeasure
26. MRSE - Medical Response and Surge Exercise
27. NACCHO - National Association of County and City Health Officials
28. NIMS - National Incident Management System
29. OEPR - Office of Emergency Preparedness and Response
30. PPE - Personal Protective Equipment
31. RETAC - Regional Emergency Medical and Trauma Advisory Council
32. RFA - Request for Application
33. RRC - Readiness and Response Coordinator
34. SOW - Statement of Work
35. TTX - Table Top Exercise
36. Work Plan - A google sheet for each HCC to utilize in tracking the progress of activities and completion. OEPR contract monitoring also tracks CDPHE compliance with the Hospital Preparedness Program requirements.

III. Work Plan:

Goal #1: Promote public health preparedness through territorial health care systems and effective response to evolving threats and other emergencies within Colorado.

Objective #1: No later than the expiration date of the Contract, improve healthcare system emergency preparedness in Colorado through Health Care Coalition maintenance and growth to prepare, respond, and recover from medical surge emergencies.

Primary Activities #1	The Contractor shall comply with all HCC requirements, as subrecipients, in the 2019-2024 HPP FOA and the updated HPP FOA Guidance which strengthen Colorado's ability to respond to healthcare system emergencies and threats.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall meet the Annual BP five (5) HPP FOA Guidance Benchmarks detailed in the most recent HPP FOA Guidance through HCC efforts. 2. The Contractor shall meet the Performance Measures detailed in the most recent HPP FOA Guidance through HCC efforts. 3. The Contractor shall meet all activities detailed in the most recent HPP FOA Guidance through HCC efforts , including the following: <ol style="list-style-type: none"> a. Application Requirements b. Capabilities c. Objectives 4. The Contractor shall track all HCC Activities through the OEPR defined Work Plan deliverables reporting process. 5. The Contractor shall meet the ASPR required End of Year reporting, per ASPR guidance. 6. The Contractor shall participate in OEPR-sponsored meetings for HCCs, including but not limited to: <ol style="list-style-type: none"> a. National Health Care Coalition Preparedness Conference, as specified by ASPR b. Trainings c. Events

EXHIBIT B

	<ul style="list-style-type: none"> d. Exercises 7. The Contractor shall participate in quarterly meetings for HCCs, including but not limited to: <ul style="list-style-type: none"> a. National Health Care Coalition Preparedness Conference, as specified by ASPR b. Trainings c. Events d. Exercises 8. The Contractor shall assist their members with NIMS implementation throughout the project period.
Primary Activity #2	The Contractor shall build competency in Capability one (1): Foundation for Health Care and Medical Readiness.
Sub-Activities #2	<ul style="list-style-type: none"> 1. The Contractor shall fund at least one (1.0) FTE to support the Clinical Advisor (CA) and HCC Readiness and Response Coordinator (RRC). 2. The Contractor shall ensure the CA fills the responsibilities outlined in the FOA in collaboration with the HCC. 3. The Contractor shall establish and operationalize an HCC. 4. The Contractor shall identify through HCC efforts the following; <ul style="list-style-type: none"> a. HCC Risks b. HCC Needs 5. The Contractor shall develop an HCC Preparedness Plan annually through HCC efforts. 6. The Contractor shall train the following workforce through HCC efforts. <ul style="list-style-type: none"> a. Health Care b. Medical 7. The Contractor shall prepare the following workforce through HCC efforts. <ul style="list-style-type: none"> a. Health Care b. Medical 8. The Contractor shall ensure preparedness is sustainable through HCC efforts. 9. The Contractor shall submit the final budget into the following; <ul style="list-style-type: none"> a. Coalition Assessment Tool (CAT) b. CO-SHARE through the HCC. 10. The Contractor shall submit the OEPR approved final Work Plan through the HCC. 11. The Contractor shall participate in the development or update of the Regional All-Hazards Integrated Preparedness Plan (IPP) to include four (4) years of progressive exercise planning through HCC representatives. <ul style="list-style-type: none"> a. The Contract shall include participation in the Regional All-Hazards IPP Workshop (IPPW) 12. The Contractor shall attend a minimum of one (1) Access- CMIST meetings annually through HCC representatives. 13. The Contractor shall attend a minimum of one (1) Functional Needs - CMIST meetings annually through HCC representatives.
Primary Activity #3	The Contractor shall build competency in Capability two (2): Health Care and Medical Response Coordination.

EXHIBIT B

Sub-Activities #3	<ol style="list-style-type: none"> The Contractor shall develop Response Plans through HCC efforts for the following; <ol style="list-style-type: none"> Health Care Organization Health Care Coalition The Contractor shall coordinate Response Plans through HCC efforts for the following; <ol style="list-style-type: none"> Health Care Organization Health Care Coalition The Contractor shall utilize information sharing processes and platforms through HCC efforts. The Contractor shall coordinate response plans using HCC efforts for the following; <ol style="list-style-type: none"> strategy resources communications The Contractor shall complete the Medical Response and Surge Exercise (MRSE) annually. Data must be uploaded into the CAT.
Primary Activity #4	The Contractor shall build competency in Capability three (3): Continuity of Health Care Service Delivery.
Sub-Activities #4	<ol style="list-style-type: none"> The Contractor shall identify essential functions for health care delivery through HCC efforts. The Contractor shall plan for continuity of operations through HCC efforts. The Contractor shall maintain access to non-personnel resources during an emergency through HCC efforts. The Contractor shall develop strategies to protect health care information systems through HCC efforts. The Contractor shall develop strategies to protect networks through HCC efforts. The Contractor shall protect responders' safety and health through HCC efforts. The Contractor shall develop health care evacuation plans through HCC efforts. The Contractor shall develop health care relocation plans through HCC efforts. The Contractor shall coordinate health care delivery system recovery through HCC efforts.
Primary Activity #5	The Contractor shall build competency in Capability four (4): Medical Surge.
Sub-Activities #5	<ol style="list-style-type: none"> The Contractor shall plan for a medical surge through HCC efforts. The Contractor shall respond to a medical surge through HCC efforts. The Contractor shall have a draft response plan annex addressing chemical surge through HCC efforts. The Contractor shall submit the final response plan. The Contractor shall complete all remaining Specialty Surge Annexes by June 30, 2024. The Contractor shall complete all remaining specialty surge TTXs by the end of the five (5)-year project period (June 30, 2024) that includes: <ol style="list-style-type: none"> pediatrics infectious disease burn chemical radiation The Contractor shall submit the AAR/IPs through HCC efforts.

EXHIBIT B

	<ol style="list-style-type: none"> 8. The Contractor shall complete the Crisis Standard of Care CONOPS validation exercise through HCC efforts. 9. The Contractor shall submit the Inventory Management Program Protocols for materials purchased by HCC members with HPP funds through HCC efforts. 10. The Contractor shall complete the Capability one (1) – four (4) self-assessment and exercise modules in the CAT through HCC efforts.
Primary Activity #6	The Contractor shall act as a fiduciary intermediary for the regional HCC.
Sub-Activities #6	<ol style="list-style-type: none"> 1. The Contractor shall develop a HCC regional Sub-Awardee Agreement Plan in conjunction with HCC core member organizations. 2. The Contractor shall develop an OEPR-approved final budget that includes the annual spend plan through HCC efforts. 3. The Contractor shall provide an updated budget each month to the HCC Steering Committee. 4. The Contractor shall facilitate a budget workshop with the HCC Steering Committee during the first 30 days following the start date of the contract. 5. The Contractor shall submit the standardized invoice no less than monthly for HCC reimbursement. 6. The Contractor shall complete quarterly fiscal expenditure reports.
Standards and Requirements	<p>Overarching Standards and Requirements</p> <ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with <i>The Hospital Preparedness Program Funding Opportunity Announcement (FOA)</i>. It is a primary resource document to guide all activities including the Annual Benchmarks and the Performance Measures. The Annual Benchmarks are in Table 1 and the Performance Measures are in Exhibit D of the FOA. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/state.co.us/co-share/hpp?authuser=0#h.p_OhtqrGeJk37t 3. The Contractor shall comply with the <i>2017-2022 HPP Capabilities</i>. This document is a primary resource document to guide all activities. This document is incorporated and made part of this contract by reference and is available in the 2017-2022 Healthcare Capabilities guidance. 4. The Contractor shall comply with the annually updated <i>OEPR HCC Contract Guidance</i> to complete activities and deliverables. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/state.co.us/co-share/hpp?authuser=0 <p>OEPR Communications</p> <ol style="list-style-type: none"> 5. The Contractor shall maintain current information and check for the most recent information. The information located on CDPHE websites is updated periodically during the contract term. 6. The Contractor shall notify OEPR within 5 (five) business days of knowledge of a noncompliance issue.

EXHIBIT B

7. The Contractor shall participate in the correction of non-compliance issues, as identified by OEPR, between OEPR, the Contractor, RRC, and any additional HCC members requested.
8. The Contractor shall be responsible for replying to OEPR requests within 5 business days.
9. The Contractor shall be responsible for emailing or submitting a technical assistance request to OEPR for HPP clarity or support as needed.

Budget, Invoicing Deliverables

10. The Contractor shall include appropriate HCC representative travel funds for the following required events:
 - a. ASPR required events as listed in the FOA.
 - b. OEPR required activities listed in the Work Plan in the annual budget.
11. The Contractor shall include appropriate HCC representative travel funds for ASPR and CDPHE recommended events in the annual budget that the HCC chooses to attend.
Examples of ASPR encouraged meetings include but are not limited to:
 - a. Annual preparedness summit sponsored by NACCHO
 - b. Medical Countermeasure (MCM) regional workshops and other MCM coordinator trainings sponsored by ASPR
12. The Contractor shall include at least one (1.0) FTE to support the RRC and CA positions in the annual budget. Each role and dedicated time must be documented as separate line items.
13. The Contractor shall obligate funds in the budget to appropriate HCC activities with expected expenditures identified in this Statement of Work (SOW), Funding Opportunity Announcement, HCC Work Plan, previously identified gap AAR/IP, or JRA on a quarterly basis to achieve full expenditure of HCC funds by end of the fiscal year.
14. The Contractor shall submit a budget to OEPR, on the required budget template that complies with the budget guidance, available in CO-SHARE.
15. The Contractor shall comply with the Budget Guidance and complete the OEPR provided budget template. The budget shall be considered final after OEPR approval.
16. The Contractor shall upload the OEPR approved budget into CO-SHARE and the CAT.
17. The Contractor is encouraged to utilize State training and exercise resources when available. If no suitable resource exists, the Contractor may utilize a vendor for the provision of training or exercise support.
18. The Contractor shall share Vendor proposals with CDHE upon request to determine if the product and work is appropriate for use of HPP funds.
19. The Contractor shall should work collaboratively with other HCCs when considering the use of a vendor so as not to duplicate costs for the same work product. CDPHE reserves the right to decline reimbursement if cost for the same work product is duplicated among regions.
20. The Contractor shall utilize resources in the following order to complete the Work Plan.
 - a. Regional resources shall be used after exhausting local resources.
 - b. OEPR resources shall be used after exhausting regional resources.
 - c. OEPR will provide technical assistance for additional resource as needed.
21. The Contractor shall validate reimbursement requests are accurate based on the OEPR approved Work Plan that including but not limited to;
 - a. Requesting funds utilizing the CDPHE approved invoice template.
 - b. Activities included in the invoice will not include
 - I. Work after the invoice date
 - II. Work prior to the contract date
 - c. Activities included in the invoice will not be more than 60 days prior to the invoice date.

EXHIBIT B

22. The Contractor shall reimburse HCCs no later than 30 days following receipt of reimbursement from OEPR.
 - a. The Fiscal Agent (FA) or HCC RRC is to notify OEPR if any reimbursements fall outside of this timeframe within seven (7) days of awareness of noncompliance.
 - b. This will result in a required plan of correction, approved by OEPR, which will result in provision of funds.
23. The Contractor shall provide a budget report, no less than quarterly, to the HCC Steering Committee that includes but is not limited to:
 - a. Cumulative funds spent
 - b. Funds remaining
 - c. Review of budget amendments, reallocations and adjustments
 - d. Invoices received
 - e. Checks cut
 - f. Issues with vendor payments
 - g. Record of receipt
 - h. Proof of purchase
 - i. Current spend plan

Work Plan Deliverable

24. The Contractor shall submit a final HCC Work Plan into CO-SHARE which requires the following steps.
 - a. The draft HCC work plan will be submitted into CO-SHARE.
 - b. OEPR will revise the draft with the HCC to develop the final HCC Work Plan.
25. The Contractor shall complete all areas of the Work Plan by the due dates noted in the Work Plan, including monthly progress notes through HCC efforts.
26. The Contractor shall respond to OEPR information requests during the contract period through an email including the Contractor and key HCC contacts.
27. The Contractor shall not consider any items in the Work Plan complete until OEPR has documented the activity is complete in the Contract Monitoring section of the Work Plan.
28. The Contractor shall utilize Community Inclusion in Colorado (CICO) to access emPOWER data in order to inform Preparedness and Response Plans. OEPR staff will provide technical assistance related to use of these resources upon request.

Governance Documents Deliverables

29. The Contractor shall update the HCC Contact lists in CO-SHARE.
30. The Contractor shall provide meeting minutes within 30 days of the meeting on the HCC webpage that includes:
 - a. meeting attendee names with the role (Steering committee, core member, etc.)
31. The Contractor shall ensure Governance Documents have signatures from all core members.
32. The Contractor shall utilize the OEPR-provided Member Organization Spreadsheet to document member information.
33. The Contractor shall utilize the OEPR-provided *Governance Document Template* to make current information available in CO-SHARE. Governance Documents shall be submitted to CO-SHARE within five (5) business days of any change.
34. The Contractor shall make sure the Readiness and Response Coordinator supports ongoing HCC development through the following activities:
 - a. Planning
 - b. Training
 - c. Exercising
 - d. Operational readiness
 - e. Financial sustainability
 - f. Evaluation
 - g. Coalition plan support
35. The Contractor shall make sure the HCC RRC can only be assigned to a single HCC; however, they are strongly encouraged to coordinate with neighboring HCCs to improve operational readiness.

EXHIBIT B

36. The Contractor shall not require the HCC RRC to live within the geographic boundaries of their HCC; however, their work duties are expected to occur within their HCC geographic area to strengthen their relationship with stakeholders and collaborators and improve their ability to support HCC response activities. The individual should reside within a reasonable commuting radius, such that the individual can be present to work on-site with the HCC and its members on a daily basis.
37. The Contractor shall make sure the HCC RRC is responsible for ensuring that the HCC meets all HPP performance measures and benchmarks with special attention to the HCC response plans, roles, and operations.
38. The Contractor shall not fulfill the HCC RRC position, with its roles and responsibilities, through a vendor agreement unless approved by CDPHE.
39. CDPHE is aligned with ASPR's guidance and recognition that the FTE RRC and CA requirement may require some HCCs to shift priorities to personnel rather than supplies/equipment in their budgets; however, CDPHE believes that the value gained through the clinical and operational guidance, coordination, training, and exercise coordination these FTEs can provide is essential to an HCC's ongoing readiness and ability to respond. In the event the HCC has insufficient funds, CDPHE and HCCs should consider various funding solutions that include, but are not limited to, the following options:
 - a. Reevaluation of the existing HCC funding formula or boundaries
 - b. Formal agreement with the parent organization to utilize in-kind funding for a portion of the FTE
 - c. Partner with a neighboring HCC to recruit and cost-share a clinical advisor
40. The Contractor shall include the following information for the Clinical Advisor in the budget.
 - a. Name
 - b. Position title
 - c. Salary
 - d. Percent of time
 - e. Parent organization
41. The Contractor shall ensure any potential conflict of interest during the entirety of the performance period of interest will be disclosed to OEPR upon request for any the HCC RRC, including but not limited to:
 - a. external compensation.
 - b. personal gains as a direct result of HCC activities.

Performance Measures Deliverables

42. The Contractor shall utilize current SAFECOM guidance for Communication drills and communication-associated purchases.
43. The Contractor shall separate the primary and secondary communication drills at least 6 (six) months apart.

Response and Preparedness Plans Deliverables

44. The Contractor shall incorporate Mountain Plains Regional Disaster Health Response System strategies into the Response Plan.
45. The Contractor shall ensure HSEEP principles are applied to the following activities:
 - a. planning,
 - b. exercises,
 - c. AAR/IPs,
 - d. completion timelines.
46. The Contractor shall ensure all response plans incorporate healthcare evacuation and relocation plans through HCC effort and collaboration with regional EMS, hospitals and RETACs.
47. The Contractor shall update all components of the OEPR JRA template, available in CO-SHARE.

EXHIBIT B

	<p>ASPR CAT Submissions Deliverables</p> <p>48. The Contractor shall update the ASPR Response Plan Checklist annually by submitting the most recent version into CO-SHARE.</p> <p>49. The Contractor shall utilize the ASPR CAT guidance when completing the biannual CAT assessment.</p> <p>Collaboration expectations for Deliverables</p> <p>50. The Contractor shall participate in OEPR meetings, program monitoring, and contract monitoring through HCC efforts including but not limited to:</p> <ul style="list-style-type: none"> a. HCC representation at OEPR-sponsored events at least the CA or RRC. b. HCC representation by at least and CA or RRC at no less than one (1) AFN CMIST meetings <p>51. The Contractor shall participate in activities that support HPP objectives through HCC efforts across the state.</p> <p>52. The Contractor shall collaborate with HCC representatives to advance HPP goals and objectives with the following stakeholders</p> <ul style="list-style-type: none"> a. EMS b. Hospital c. RETAC d. LPHA 																
	<p>Completion Dates for contract period July 1 2023-June 30, 2024</p>																
<p>Deliverables</p>	<table border="1"> <tr> <td data-bbox="402 982 1203 1083">1. The Contractor shall submit the updated the HCC Work Plan in CO-SHARE monthly.</td><td data-bbox="1203 982 1529 1083">No later than the last day of each month</td></tr> <tr> <td data-bbox="402 1083 1203 1176">2. The Contractor shall submit the OEPR invcice template to OEPR.</td><td data-bbox="1203 1083 1529 1176">No later than the last day of each month.</td></tr> <tr> <td data-bbox="402 1176 1203 1268">3. The Contractor shall submit AFN meeting attendance and representation in the Work Plan.</td><td data-bbox="1203 1176 1529 1268">Within 7 days of meeting attendance.</td></tr> <tr> <td data-bbox="402 1268 1203 1369">4. The Contractor shall submit HCC meeting notes with attendees and roles to the HCC webpage.</td><td data-bbox="1203 1268 1529 1369">Within 30 days of the meeting</td></tr> <tr> <td data-bbox="402 1369 1203 1503">5. The Contractor shall submit all TTX and functional exercise AAR/IPs and ASPR data sheet, if applicablz, into CAT and CO-SHARE.</td><td data-bbox="1203 1369 1529 1503">Within 60 days of event completion</td></tr> <tr> <td data-bbox="402 1503 1203 1638">6. The Contractor shall submit all full-scale exercises and real event AAR/IPs and ASPR data sheet, if applicablz, into CAT and CO-SHARE.</td><td data-bbox="1203 1503 1529 1638">Within 120 days of event completion</td></tr> <tr> <td data-bbox="402 1638 1203 1738">7. The Contractor shall submit the HCC Sub-Awardee Agreement Plan into CO-SHARE.</td><td data-bbox="1203 1638 1529 1738">No later than July 31, 2023</td></tr> <tr> <td data-bbox="402 1738 1203 1822">8. BM seven (7): The Contractor shall submit the final OEPR-approved Work Plan into CO-SHARE.</td><td data-bbox="1203 1738 1529 1822">No later than July 31, 2023</td></tr> </table>	1. The Contractor shall submit the updated the HCC Work Plan in CO-SHARE monthly.	No later than the last day of each month	2. The Contractor shall submit the OEPR invcice template to OEPR.	No later than the last day of each month.	3. The Contractor shall submit AFN meeting attendance and representation in the Work Plan.	Within 7 days of meeting attendance.	4. The Contractor shall submit HCC meeting notes with attendees and roles to the HCC webpage.	Within 30 days of the meeting	5. The Contractor shall submit all TTX and functional exercise AAR/IPs and ASPR data sheet, if applicablz, into CAT and CO-SHARE.	Within 60 days of event completion	6. The Contractor shall submit all full-scale exercises and real event AAR/IPs and ASPR data sheet, if applicablz, into CAT and CO-SHARE.	Within 120 days of event completion	7. The Contractor shall submit the HCC Sub-Awardee Agreement Plan into CO-SHARE.	No later than July 31, 2023	8. BM seven (7): The Contractor shall submit the final OEPR-approved Work Plan into CO-SHARE.	No later than July 31, 2023
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EXHIBIT B


	9. The Contractor shall submit the date and attendance to CO-SHARE.	No later than July 31, 2023
	10. BM six (6): The Contractor shall submit the Final OEPR-approved budget into CAT and CO-SHARE.	No later than July 31, 2023
	11. The Contractor shall submit the updated Governance Document into CoSHARE and CAT.	No later than September 30, 2023
	12. The Contractor shall submit the updated HCC Response Plan into CAT and CO-SHARE.	No later than September 30, 2023
	13. The Contractor shall submit the Budget report into CO-SHARE at least quarterly.	No later than September 30, 2023 December 31, 2023 March 31, 2024 June 30, 2024
	14. The Contractor shall submit the communications drill data via CO-SHARE and CAT.	No later than September 30, 2023 March 31, 2024
	15. The Contractor shall submit a complete updated JRA into CAT and CO-SHARE.	No later than December 31, 2023
	16. The Contractor shall submit a completed Capability one (1) – four (4) self-assessment in the CAT.	No later than January 31, 2024
	17. The Contractor shall submit the updated HCC Preparedness Plan into CAT and CO-SHARE.	No later than March 31, 2024
	18. The Contractor shall submit resource inventory assessment into CO-SHARE.	No later than March 31, 2024
	19. BM four (4): The Contractor shall submit the Chemical surge response plan annex draft into CAT and CO-SHARE.	No later than April 1, 2024
	20. The Contractor shall submit NIMS implementation in the Work Plan.	No later than June 30, 2024
	21. BM nine (9): The Contractor shall submit ASPR-required MRSE data into CAT and CO-SHARE.	No later than June 30, 2024
	22. The Contractor shall submit the Chemical surge response plan annex final into CAT and CO-SHARE.	No later than June 30, 2024
	23. The Contractor shall submit Inventory Management Program Protocols for all materials purchased with HPP funds into CAT and CO-SHARE.	No later than June 30, 2024

IV. Monitoring:

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

V. Resolution of Non-Compliance:

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

 COLORADO Department of Public Health & Environment					
DCPHR DIVISION- ANNUAL BUDGET Original Contract Routing # 2020*0521					
Contractor Name	Prowers County Public Health	Program Contact Name & Title	Phil Graham, HCC Coordinator		
		Phone			
		Email	colorserhcc@gmail.com		
Budget Period	FY24	Fiscal Contact Name & Title	Jo Lynn Idler, Treasurer		
		Phone	(719) 336-8721 ext 211		
		Email	jidler@prowerscounty.net		
Project Name	Southeast Region Healthcare Coaliton (SERHCC)	Contract (CT) Number	2024*0149 Amendment #4		
Expenditure Categories					
Personnel Services / Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Clinical Advisor	Provide clinical leadership to the coalition and serve as a liaison between the coalition and medical directors/medical leadership at health care facilities, supporting entities (e.g., blood banks), and EMS agencies. 2. Review and provide input on coalition plans, exercises, and educational activities to assure clinical accuracy and relevance.	\$108,056	\$20,479	6%	\$ 7,712.08
Treasurer	Oversee and complete all fiduciary responsibilities as outlined in SOW	\$54,600	\$14,968	8%	\$ 5,565.43
Personnel Services / Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
					\$ -
Total Personnel Services (including fringe benefits)					\$ 13,277.51
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Subscription	Annual ZOOM Renewal	\$180	1	\$ 180.00	
Trainings	Trainings upon request of HCC Members	\$1,000	2	\$ 2,000.00	
Food	Food/Snacks for HCC Members attending Trainings, IPPW, Exercises	\$300	3	\$ 900.00	
SERHCC Members	Normal operations to execute deliverables, per SOW, resources for regionalized health and medical surge emergencies, medical response and surge exercises and meeting facilitation.	\$2,510	20	\$ 50,202.00	
Total Supplies & Operating					\$ 53,282.00

Travel Use this link for <u>GSA Rates</u>				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
In State Mileage	Travel to monthly Local meetings, Quarterly Coordinators Meetings, HCC Council Meetings, State Meetings and to DIA for National HCC Conference	\$0.655	4,532	\$ 2,968.46
In State Lodging	State Coordinators Meeting, HCC Council Meetings, State Meetings	\$140.000	10	\$ 1,400.00
Meals	Coordinator's Meetings, HCC Council Meetings, State Meetings	\$16.000	25	\$ 400.00
OUT OF STATE				
Lodging	Out of State Lodging for HCC Coordinator to National HCC Conference in November 2023	\$300.00	3	\$ 900.00
Flight	Out of State Travel for HCC Coordinator to National HCC Conference in November 2023	\$700.00	1	\$ 700.00
Car Rental	Out of State Travel for HCC Coordinator to National HCC Conference in November 2023	\$400.00	1	\$ 400.00
HCC Registration	National HCC Conference for HCC Coordinator	\$500.00	1	\$ 500.00
Meals	National HCC Conference for HCC Coordinator	\$16.00	5	\$ 80.00
Total Travel				\$ 7,348.46
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
SERHCC Coordinator	1.0 FTE	\$65,000	1	\$ 65,000.00
SERHCC Coordinator	1 time bonus at end of contract year	\$2,000	1	\$ 2,000.00
Total Contractual				\$ 67,000.00
SUB-TOTAL OF DIRECT COSTS				\$ 140,907.97
Modified Total Direct Costs (if applicable)				\$ 67,000.00
SUB-TOTAL OF DIRECT COSTS and MODIFIED TOTAL DIRECT COSTS (if applicable)				\$ 73,907.97
Indirect				
Item	Description of Item	Percent	Total Amount Requested from CDPHE	
CDPHE Negotiated Indirect Rate	2023 CDPHE Certified Indirect Rate (Excludes salary and bonus for HCC Coordinator)	12.03%	\$	8,891.13
Total Indirect				\$ 8,891.13
TOTAL				\$ 149,799

Exhibit F**Federal Provisions – Hospital Preparedness Program**

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

Federal Award Identification.

- a. Subrecipient: Board of County Commissioners of Prowers County for the use and benefit of Prowers County Public Health
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **Y8C4HSXY95M6**
- c. The Federal Award Identification Number (FAIN) is #U3REP190556.
- d. The Federal award date is: TBD.
- e. The subaward period of performance start date is **07/1/2019** and end date is **06/30/2024**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
TBD	TBD	TBD

- g. Federal award title of project or program: Hospital Preparedness Program.
- h. The name of the Federal awarding agency is: Department of Health and Human Services Assistant Secretary for Preparedness and Response and the contact information for the awarding official is Angela Krutsinger; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is AnnMarie Harris.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is #93.889 and the grant name is Hospital Preparedness Program.
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- c. when required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

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

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 06/27/2023

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 06/14/2023

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider Approval of Proposed Renumbering Corrections to the Prowers County Personnel Handbook due to revisions, changes and to correct errors found.

Justification or Background:

Correct numbering mistakes in Chapter I Employment, page 10 and page 11

112 SEPARATION FROM EMPLOYMENT

113 REHIRE

Renumber the table of contents and pages 6-52 to compensate for revisions and changes to Policy Handbook

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: 06/27/2023

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 06/14/2023

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider Approval of Adding Proposed Revisions to Section 112 of the County Personnel Handbook Policy for Separation from Employment Policy.

Justification or Background:

Add the attached provision to Section 112 to include the approved provisions

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):

112 SEPARATION FROM EMPLOYMENT

Add the following provisions:

After notice of resignation is offered by an employee to the County, the employee shall not be eligible for sick time unless the employee provides a medical certification that the illness will keep the employee from returning to work for all or any part of the remaining time the employee has to work at the County. The employee will be allowed to use sick time to cover the remaining time and leave the county in good standing and may be rehired, at the discretion of the County.

Failure to provide a medical certification will be treated as a resignation, effective as of the last day the employee actually worked, with no notice. The employee shall not be paid for any sick days after the resignation date. The employee shall leave the County in good standing and may be rehired, at the discretion of the County.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 06/27/2023

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 06/14/2023

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider Approval and Repealing of Section 103, 104, and 105 of the Prowers County Personnel Handbook Harassment Policy and Replace with the approved policy.

Justification or Background:

Repeal section 103, 104 and 105 of the current Personnel handbook and replace with the attached approved revisions.

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):

Repeal Section 103, 104 and 105 and Replace as Follows

103 Equal Employment Opportunity Policy

It is the policy of the County to staff positions with the best, qualified people regardless of race, color, creed, religion, national origin, age gender, pregnancy, medical condition, disability, veteran status or political affiliation. The County prohibits discrimination in employment based on these factors. In addition, policies that affect employees will be carried out without regard to these factors.

The County prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure following the Policy against Discrimination, Harassment, and Retaliation.

Policy against Discrimination, Harassment and Retaliation

It is the policy of the County to provide an environment free from all forms of harassment or discrimination including sexual harassment, offensive language, and behavior regarding an individual's race, color, creed, religion, national origin, age, gender, pregnancy, medical condition, disability, veteran status or political affiliation.

Unlawful discrimination includes verbal, physical and visual conduct, which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment or illegally discriminates on the terms and conditions employment. Such conduct is illegal harassment and is unacceptable and will not be tolerated, whether it occurs in the workplace or at outside workplace-sponsored activities. *Violation of this Policy may result in disciplinary action, including, termination.*

Verbal Harassment—Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of race, color, creed, religion, national origin, age, gender, pregnancy, medical condition, disability, veteran status or political affiliation, whether made in general, directed to an individual or a group of people regardless of whether the behavior was intended to harass. This includes but is not limited to inappropriate, sexually oriented comments on appearance, sexual rumors, code words, and race oriented stories.

Physical Harassment—Assault, impeding or blocking movement, leering, or the physical interference with normal work privacy, or movement when directed at an individual on the basis of race, color, creed, religion, national origin, age, gender, pregnancy, medical condition, disability, veteran status or political affiliation. This includes but is not limited to patting, pinching, grabbing, inappropriate behavior in or near bathrooms, sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

Visual Harassment—Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings or pictures on the basis of race, color, creed, religion, national origin, age, gender, pregnancy, medical condition, disability, veteran status or political affiliation. This applies to materials posted or maintained in or on County equipment or personal property in the workplace.

Retaliation Prohibited

1. The County prohibits retaliation against an individual for having complained about an alleged violation of this Policy, assisted in such a complaint, or participated in an investigation into such a complaint.
2. Retaliation means a materially adverse action such as an act of punishment, reprisal, or revenge that is taken against an individual because the individual complains of behavior prohibited under this Policy or assists or participates in the investigation of a complaint under this Policy. Retaliation also includes an action that is taken against an individual that would deter a reasonable person from coming forward to complain of misbehavior under this Policy or from participating in an investigation under this Policy. Retaliation can take many forms and can be work-related or not work-related.
3. Retaliation is a serious problem, and a fear of retaliation prevents issues from surfacing, keeps individuals from raising problems, and enables a culture of fear and disrespect. The County recognizes the seriousness of retaliation and is committed to responding to and addressing retaliation concerns proactively and reactively upon receiving a complaint of retaliation. Retaliation, regardless of the merits of the underlying complaint that led to retaliation, violates this Policy.

104 Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the County believes it warrants separate emphasis. The County strongly opposes sexual harassment and inappropriate sexual conduct.

- a. Sexual Harassment means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - i. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- b. The following are examples of conduct or communication that may constitute sexual harassment:
 - i. Verbal:
 - I. Sexual comments or innuendo about one's clothing, body, or sexual activity;
 - II. Discussing sexual topics in the workplace, such as sexual practices or preferences or telling sexual jokes or stories;
 - III. Requesting or demanding sexual favors or suggesting that there is

any connection between sexual behavior and any term or condition of employment, whether that connection be positive or negative; or

IV. Using sexual words or phrases.

ii. Nonverbal:

- I. Displaying sexually explicit pictures or objects in the work area;
- II. Giving personal gifts of a sexual nature;
- III. Making sexually suggestive gestures;
- IV. Making unwelcome visits to a member's, legislative employee's, or third party's home or hotel room; or
- V. Displaying cartoons or sending e-mails, text messages, instant messages, or notes, any of which contain sexual pictures, words, or phrases; or

iii. Physical:

- I. Kissing of a member, legislative employee, or third party, unless the kissing is a customary demonstration of affection, is clearly not objected to, and is made in connection with a greeting or parting, such as a peck on the cheek;
- II. Patting, pinching, or intentionally brushing against an employee's body; or
- III. Sexual contact, intercourse, or assault.

c. These examples are illustrative of the communications and conduct that may constitute sexual harassment if unwelcome and depending on the totality of the circumstances. In that regard, the following should be kept in mind:

- i. A single incident may or may not constitute sexual harassment;
- ii. Whether a particular action is sexual harassment will depend on the facts and determinations and will be made on a case-by-case basis;
- iii. Conduct or communication that might be welcome to one person may be unwelcome to another person. Conduct that might have been welcome between two individuals at one time may become unwelcome at a later time.
- iv. Other conduct or communication not expressly described in the examples, but that is substantially similar to the examples, may be a violation of this Policy.

105 Complaint and Resolution Procedures – EEO/ADA/Sexual Harassment

1. COMPLAINT PROCEDURE

Any employee who believes that he or she is the subject of any type of prohibited harassment, including sexual harassment, or retaliation should discuss the issue with the Direct Supervisor or Department Director. The employee may file a complaint concerning

harassment or retaliation with the Designee of the Board.

- a. Upon receipt of a complaint of prohibited harassment or retaliation, the Designee of the Board shall assess the complaint and work with the complainant to determine the most appropriate course of action, including whether to proceed with a formal or informal resolution process as described in this Policy.
- b. The Designee of the Board, Direct Supervisor or Department Director may initiate a formal harassment complaint investigation when the scope and criteria described in this Policy are met and only with the approval of the complainant.

2. INFORMAL RESOLUTION PROCESS

- a. The informal resolution process is flexible and intentionally open to individualized responses and resources. This process is confidential, and the parties' names, the process itself, and any resolution are not subject to disclosure except as necessary to implement any steps agreed to in the resolution or as provided in this Policy.
- b. The Designee of the Board, Direct Supervisor or Department Director shall take such steps as are necessary to understand the complaint and find facts to determine whether the behavior occurred. After the informal fact-finding has concluded, the Designee of the Board will identify a range of resources to offer to the parties to resolve the issues.
- c. Participation in the informal resolution process is voluntary. If the parties agree to the informal resolution process, they are expected to participate fully and in good faith. Nonparticipation may be considered as grounds for more formalized treatment of complaints about the same respondent.
- d. The Designee of the Board, Direct Supervisor or Department Director shall attempt to complete the informal resolution process within 30 calendar days after the Designee of the Board receives the complaint. Remedial action such as ongoing coaching, training, or other efforts may be decided upon within the 30-day timeline but may be ongoing after that time frame has elapsed.
- e. A complainant who chooses to go through the informal process may, at any point, move the complaint to the formal process if the alleged behavior qualifies under this Policy.

3. FORMAL RESOLUTION PROCESS

- a. The formal resolution process is a more traditional investigative response to complaints that allege facts that could constitute a violation of this Policy. The formal resolution process is a confidential process, and the parties' names, witness

names, the process itself, and any resolution are not subject to disclosure except as necessary to conduct an investigation or implement remedial measures or as otherwise provided in this Policy. The County may designate the Designee of the Board, Department Director or a third-party investigator to investigate the complaint.

- b. The employee whose conduct is being investigated may be placed, as the discretion, of the Designee of the Board or Department Director, on paid leave pending the determination of the investigation.
- c. The Designee of the Board, Department Director or third-party investigator shall provide to both the complainant and the respondent the same basic information concerning an explanation of the entire resolution process, including the investigation, timeline, requirements, prohibitions, and resources, including any anti-retaliation plan. The required notification shall ordinarily occur, in the case of the complainant, when the Designee of the Board, Department Director or third-party investigator receives the complaint, and in the case of the respondent, at the time the respondent is first contacted.
- d. The Designee of the Board, Department Director or third-party investigator shall conduct a thorough and impartial investigation of the allegations conforming to professional practice standards in the workplace investigations industry.
- e. After all evidence has been gathered, the Designee of the Board, Department Director or third-party investigator shall provide the complainant and respondent with a summary of the material facts on both sides of the issue and, contingent on the investigation timeline, an opportunity to provide, within a reasonable period of time after receipt of the summary, any new factual evidence.
- f. Following a review of any new relevant factual information, the Designee of the Board, Department Director or third-party investigator shall analyze the evidence using the preponderance of the evidence standard; this means that findings of fact shall be based on evidence demonstrating that alleged behavior is more likely than not to have occurred. The Designee of the Board, Department Director or third-party investigator's findings of facts are final and will not be reinvestigated unless new relevant factual information becomes available.
- g. At the conclusion of the investigation, the Designee of the Board, Department Director or third-party investigator shall prepare an investigatory report. Investigatory reports are confidential documents and must not be disclosed to either party, witnesses, members, legislative employees, or third parties, except as set forth in this Policy.
- h. Violations of this Policy are based on both a subjective standard that the

complainant found the action or actions to be offensive and an objective standard that a reasonable person in the complainant's position would have found the action or actions to be offensive.

- i. The Designee of the Board or Department Director shall strive to complete the formal resolution process within 30 calendar days.

4. CONFIDENTIALITY

1. The Designee of the Board or Department Director shall keep confidential all information received concerning inquiries and complaints under this Policy, except:
 - a. As necessary to conduct an investigation or implement remedial or protective measures; and
 - b. At the beginning and conclusion of the informal resolution process, the Designee of the Board or Department Director, following notice to a complainant when practicable, may disclose to the Direct Supervisor the issues raised without disclosing the identity of any person involved in the process except the respondent.
2. The Designee of the Board or Department Director shall create a record of each complaint handled under this Policy and shall maintain the records in secure and confidential files for five (5) years.
3. All employees are required to maintain confidentiality of all information received concerning inquiries and complaints under this Policy, and third parties are required to keep information related to complaints filed under this Policy confidential.
4. A violation of these confidentiality provisions may constitute a violation of this Policy, subject to the informal or formal processes described in the applicable sections of this Policy.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-27-2023

Submitter: Darren Glover, Director Prowers Area Transit

Submitted to the County Administration Office on: 6-14-2023

Return Originals to: submitter

Number of originals to return to Submitter:

Contract Due Date: 6-30-2023

Item Title/Recommended Board Action:

Consider approval of 2024 CDOT FTA 5311 Administration and Operations Grant Application and authorizing Darren Glover, Prowers Area Transit Director to submit the application electronically.

Justification or Background: Our usual Administrative and Operating Grant from CDOT every year

Fiscal Impact: This item is budgeted in the following account code: __25-380200__

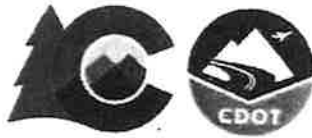
County: \$ _222,405.00_ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

ADA policy for PATS (specifically) signature approval, no fiscal impact

Update on Fixed Route and Update on PATS



COLORADO

Department of Transportation

Division of Transit & Rail

Introduction

Agency and Application Name

Prowers County

A2 0-0006301

Instructions

IMPORTANT – PLEASE READ BEFORE STARTING APPLICATION

This application is intended for applicants wishing to receive federal funding under one or more of the following categories:

FTA 5310 Enhanced Mobility for Seniors and Individuals with Disabilities (309)(a)(2)(v)
transportation program funds for Operating projects in:

- rural areas (population less than 50,000); and
- small urban areas (population between 50,000 and 200,000);

FTA 5311 rural area (populations less than 50,000) fixed route or demand response general public transit service program funds for:

- Admin and Operating (A/O) projects; and
- Purchased Transit Services projects

Purchased Transit Service projects are for agencies that do not operate their own transportation services but contract out services or work to a subcontractor that provides service on their behalf.

If you wish to request funds from more than one program or for both rural and small urban areas you will need to complete and submit a separate application for each type.

For funding requests for Mobility Management projects, please use the 2024 Call-Mobility Management Application.

At this time, we are not taking applications for 5311(f) Operating projects.

If you need additional applications or have any questions about the application or process, please contact **Audrey Dakan** at audrey.dakan@state.co.us.

Application Type

Application Type:

5311 – general public rural operating/admin

Applicant Information

The fields in the Applicant Information section are auto-populated from your COTRAMS Agency Information tab and will be updated upon submission of your Pre-Application Agency Update. Be sure to complete and submit that form well in advance of the application due date of Friday, June 30, 2023.

Agency Details

Agency

Powers County

Tax ID (FEIN):	84-6000796	DUNS Number:	Y8C4HSXY95M6
SAM Expiration Date:	7/18/2023	Fiscal Year End Date:	12/31
Cognizant Agency:	Powers County Government	Did you spend more than \$750,000 in Federal funds in the last fiscal year?:	No

Civil Rights

Does your agency have a process for handling discrimination complaints?:

Yes

Contact person for complaints:

Darren Glover

Is your agency a minority owned entity?:

No

Does your agency currently provide any language assistance?:

Yes

Can your agency provide language assistance upon request?:

Yes

Your agency must not discriminate against its employees because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities. Has your agency had any discrimination complaints based on these EEO (equal employment opportunity) requirements within the last year?:

No

Has your agency had any transit-related discrimination complaints, investigations or lawsuits in the last three years?

No

For more information on CDOT's Civil Rights program, please visit www.codot.gov/business/civilrights.

R/LCC

Does your agency's primary service area have a regional/local coordinating council (R/LCC) in place?

No

General description of your R/LCC including the name, the goals, and your role and involvement.:

Project Information

Project Title:

2024 Admin and Operating Grant for Prowers Area Transit

Project Description:

Funds to provide Transit Services to the residents of Prowers County.

Project County(s):

Prowers

Please describe the population this project will serve and to what extent this project will impact minority and low-income persons (include census or ridership data):

Prowers County has a population of 11,854 (per U.S. Census 2022) sitting on approximately 1,638 square miles. Of that total, 43.5 percent is minority residents, 19.2 percent of the residents income below the poverty level. Prowers Area Transit is open Monday through Friday 7:30 a.m. to 5:00 p.m., we are open to all riders. In 2021, we had a total of 13,545 riders. In 2022, we had 17,385 riders, showing a increase of 3,840. Of these, 2,785 were Handicapped Elderly, 1,195 were Handicapped Public, 8,150 were General Public and 5,255 were Elderly riders. Of these we increases in Handicapped Elderly, General Public and Elderly riders when compared to our 2021 totals. Our residents including low-income and minority are slowly coming back to transit after the pandemic, which in 2020 we had a total of 12,230 riders. We are seeing a increase in the number of minority ridership here in Prowers County. We believe our ridership in this category will increase along with the low-income ridership for 2023.

Please describe the expected outcome of this project.:

We expect a 5 to 10 percent increase in our ridership for 2023 (869 to 1,738). Including increases in our minority and low-income riders.

Project Management

Please enter information below for the **Agency Project Manager**

Name	Darren L Glover	Title	Director
Email:	dglover@prowerscounty.net	Work Phone	(719) 336-8039
Cell Phone:	(719) 931-1070		

Please enter information below for the **Alternative Agency Project Manager**

Name	Marilyn Stuart	Title	Operation Manager
Email:	mstuart@prowerscounty.net	Work Phone:	(719) 336-8039
Cell Phone:			

Project Service Type

Please select the type(s) of service that will be part of this project:

Fixed Route; Demand Response

Fixed & Deviated Fixed Route Service

Please describe the service being provided as part of this project, including the type of service (fixed, deviated fixed, or both), service area, estimated number of trips, and days and hours of service.:

Powers Area Transit has a fixed route started in July 2022. Powers Area Transit provides a fixed route between the towns in Powers County (Lamar, Granada, Holly, Hartman, Bristol and Wiley), 7:30 a.m. to 5:00 p.m. Monday through Friday. From July to December 2022 the ridership was 554 riders. We estimate that the ridership will go up approximately 6 % for 2023.

Describe how your agency meets the ADA complementary paratransit service requirement. If your agency only provides deviated fixed service, you do not need to provide ADA complementary paratransit service and should enter N/A.:

All Powers Area Transit vehicles are ADA compliant, with wheelchair lifts installed on all vehicles.

Will this fixed and/or deviated fixed service be used solely for public transportation services?:

Yes

Demand Response Service

Please describe the demand response service being provided as part of this project, including the service area, estimated number of trips, and days and hours of service.:

Powers Area Transit(Demand Response) is open Monday through Friday 7:30 a.m. to 5:00 p.m. We serve all of Powers County including the towns of Lamar, Holly, Granada, Hartman, Bristol and Wiley, plus all

the rural area. We are estimating approximately 19,000 to 21,000 riders for 2023 on the Demand Response side of Prowers Area Transit.

Please describe your agency's provision of equivalent service for all abilities:

Prowers Area Transit provides equivalent services to ALL residents of Prowers County. All transit vehicles of Prowers Area Transit are ADA equipped (Wheelchair lift). All transit drivers are trained in their usage plus the installation of security straps on all wheelchairs. No resident of Prowers County or individual will ever be refused service for any disability they may have (ADA regulations). We insist on 24 hour in advance reservations for all medical requests so that we have plenty of time to pick them up and get all riders to their destination. But we will accept same day call-ins with a 30 minute in advance pick up time.

Will this demand response service be used solely for public transportation services?

Yes

Coordinated Public Transit & Human Services Plan

Is this project either listed in your area's Coordinated Public Transit Plan, consistent with an identified implementation strategy in your area's Coordinated Public Transit Plan, or both?:

Yes

If the project is listed in your area's plan, cite the document and page number where it is listed. If the project is consistent with an implementation strategy, describe which strategy and cite the page number where it is listed. Upload a copy of the page of the plan in the Attachments section of this application. :

Page 5, Southeast 2045 Regional Transportation Plan adopted August 2020

Project Criteria

Service & Financial Needs

Please describe the service need for this project. Include any surveys, studies, or other materials to substantiate the need for this project or show your trends in passenger growth over the past three or more years.:

Prowers Area Transit is the only transit operator in Prowers County. There is not taxi service also in Prowers County. In 2020, we had 12,230 riders. In 2021, we had 13,545, and in 2022 we had 17,385 riders. From 2020 to January 1, 2023 it is an increase of 42% or 5,155 riders. These figures are from the beginning of the pandemic until December 31, 2022. Before the pandemic, Prowers Area Transit was on average doing approximately 25,200 per year from 2017 through 2019. Our ridership has increase as the passenger confidence increases.

Please describe the financial need for funding assistance. Show how the requested funding is needed to maintain and/or expand

your services. If you have demonstrable decreases in funding, describe where this funding came from, why it is no longer available at its original levels, and explain your plans for reduced funding and the impact this reduced funding would have for your service :

Funding for rural transit services has always been 'tight'. With County government budgets being cut across the board, transit services always seems to be the first budgets to be cut instead of critical services (i.e. law enforcement, fire protection etc.) So without 5311 funding, most rural transit services could be forced to shut down or at the very least cut services to some of the outlying areas of their areas. Prowers Area Transit service is in the same 'boat', without the 5311 funding we would have to 'cut' our service drastically and 'let go' several staff members just to keep operating. The requested funding for 2024, is just to maintain the current level of service to the residents of Prowers County. We would have to re-think our level of service 'if' our level of funding is reduced. Also we have to seriously look for other funding sources. Also other grant funding levels have been reduced over the years. So 5311 funding to not only Prowers Area Transit but to all the rural transits like us is SO important to keep transportation services running in the rural areas of Colorado

Technical & Financial Capacity

Please describe your technical capacity to carry out this project. If your agency has past experience managing FTA-funded projects, explain your process(es) and the personnel dedicated to project and fund management..

Prowers Area Transit has been receiving 5311 FTA funding since approximately 1998. There has been no negative findings during our CDOT audits dealing with this funding all reimbursements are done by the Director or **Operation Manager**. When the funding is received by EFT, it is deposited through the Prowers County Treasurer's office and then recorded in the PATS General Ledger. Grant management begins with the Director with guidance from the Transit Advisory Board and the Prowers County Board of Commissioners. At the county level, the Prowers County Treasurer receives all funding by EFT and the Prowers County Budget and Finance officer distributes and records all funds coming into the county to the correct department in their General Ledger.

Please describe the technical training your employees have received in the past three years. List all training activities your drivers and other personnel are involved in and training sessions your agency requires of drivers and others involved in your transportation program.:

Prowers Area Transit staff and drivers have received the following training: (Drivers) 'required': CPR, Defensive Driving and PASS training; (Dispatchers) CPR, defensive Driving (They drive also), PASS training and Dispatcher training. Director and Operation Manager: CTAA CCTS training, Defensive Driving, PASS instructor training; CPR and various training dealing with grant management and reimbursements. The required training for all staff members is Defensive Driving, PASS training and CPR. The Director and Operation Manager are required CTAA CCTS training. Dispatchers, are required the above training and also dispatcher training when available.

Please describe your financial capacity to carry out this project. Describe the financial management systems in place to track different awards and separate funding types.:

Prowers County which Prowers Area Transit is under, uses the Financial Management System Springbrook to track all the grants not only the ones Prowers Area Transit receives but all of Prowers County departments receive. This system separates the different grants and keeps the funding under the specific department that Prowers County manages.

Budget

Budget Information

What were your end-of-year Operating expenses for the previous year? Do not include capital expenditures.

\$500,791.12

Please upload your end-of-year expenses for the previous year in the Attachments section.

What is your draft Operating budget for the Award Year, not including capital expenditures (e.g. vehicle purchases, facility construction)?

\$447,513.00

Please upload your draft Operating budget for the Award Year in the Attachments section.

Detailed Project Budget

What is your agency's award for the Award Year, as shown on the linked list?:

\$222,405.00

Please provide a detailed project budget for the awarded amount in the table below. Please be as specific and accurate as possible. The Descriptions and Types you select and the amounts will later be added to your Statement of Work (SOW) and Agreement, so only enter those for which you know you will be seeking reimbursement. You will be responsible for the 20% local match for admin costs and for the 50% local match for operating costs.

Description	Type	Total Cost	Grant Amount	Local Match
Fuel	Operating	\$19,000.00	\$9,500.00	\$9,500.00
Supplies and materials	Operating	\$13,970.65	\$6,985.33	\$6,985.33
Supplies and materials	Admin	\$16,451.34	\$13,161.07	\$3,290.27
Insurance	Operating	\$7,278.01	\$3,639.01	\$3,639.01
Insurance	Admin	\$2,008.18	\$1,606.54	\$401.64
Contracted Services	Admin	\$360.00	\$288.00	\$72.00
Memberships and Subscriptions	Admin	\$860.08	\$688.06	\$172.02
Utilities	Operating	\$3,277.14	\$1,638.57	\$1,638.57
Utilities	Admin	\$4,653.58	\$3,722.86	\$930.72
Employee Benefits	Operating	\$61,165.97	\$30,582.99	\$30,582.99
Employee Benefits	Admin	\$15,291.49	\$12,233.19	\$3,058.30
Salaries and Wages	Operating	\$194,424.80	\$97,212.40	\$97,212.40
Salaries and Wages	Admin	\$51,433.72	\$41,146.98	\$10,286.74

Update Totals: ✓

Total Cost:	\$390,174.96	Total Grant Amount:	\$222,405.00
Total Local Match:	\$167,769.99		

Local Funds

Local Funding

Please identify the source, amount, and status of secured matching funds you plan to use for this project. Do not include other FTA funds, program income, or fare revenues. Your Total Local Match amount here needs to equal or exceed the Total Local Match amount listed under the Detailed Project Budget. Upload documentation or letters of commitment for funds coming from a third-party.

Source of Funds	Local Match Amount	Status
County General Fund	\$158,769	Budgeted
Area Agency on Aging	\$2,500	Pending
High Plains Clinic	\$4,000	Pending
Powers Medical Center	\$2,500	Pending

Update Totals: ✓

Total Local Match:

\$167,769

In-Kind & Indirect Rate

In-Kind Match

Note on In-Kind Match:

Third-party in-kind contributions are provided by an eligible third party to your project for eligible project costs/expenses to satisfy your local match requirements. Examples of third-party in-kind contributions include donated goods, services, materials, and/or equipment.

CDOT DTR describes third-party in-kind contributions as goods or services which are necessary, allowable, eligible, and reasonable to carry out the scope of the federally-assisted project or program. These goods or services are rendered without charge to the awardee, must be pre-approved by CDOT, and supported with documentation.

You should spend time reviewing the guidance concerning in-kind contributions and allow ample time for pre-approval if you anticipate that your project will use in-kind funds. If you have any questions about whether or not a contribution qualifies as in-kind, ask your CDOT Project Coordinator.

Will you be using in-kind contribution(s) for any portion of the local match for this project?:

No

Indirect Cost Rate

Do you plan to charge an indirect cost rate or use a cost allocation plan for this project?:

No

Attachments

Be sure to attach all required and relevant supporting documentation, including, but not limited to:

- Documentation supporting project/service need
- Documentation supporting financial need
- Project implementation plans
- Proof of local match
- Support letters

Attachment Name

Upload Data File

Certifications & Signature

Certifications

I certify that the information I provided on and in connection with this application is true, accurate, and complete.

I certify that if awarded the requested funding, my agency will adhere to all reporting requirements.

Certifying Official

Signature

Submit Application

Before submitting your application, please make sure you have completed all of the required fields, have entered all of the information as accurately and completely as possible, and have uploaded all necessary and relevant supporting documentation. Incomplete applications or applications that lack enough information to be effectively evaluated will receive lower scores or may be deemed ineligible for funding without further evaluation.

If you do not see a Submit button, it is because you have not completed and submitted the Pre-Application Agency Update. Please click the Save & Exit button to save this application and complete and submit that form. Be sure to do this well in advance of Friday, June 30, 2023, the deadline to submit applications.

You will receive an email from COTRAMS confirming receipt of your submitted application. If you do not receive such an email, please contact **Audrey Dakan** at audrey.dakan@state.co.us.

Submitted Date

2829 W. Howard Place Denver, CO 80204-2305 P 303.757.9011 www.codot.gov



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-27-2023

Submitter: Darren Glover, Director Prowers Area Transit

Submitted to the County Administration Office on: 6-14-2023

Return Originals to: submitter

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Prowers Area Transit ADA Policy.

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 Area Transit
200 East Hickory Street
Lamar, Colorado 81052*

(719)-336-8034 FAX: (719)-336-8038

PROWERS AREA TRANSIT ADA POLICY

“The Mission of Prowers Area Transit is providing dependable and safe rides for all who wish to connect with local resources and community activities”

In accordance with provisions of the Americans with Disabilities Act and the Civil Rights act of 1990, Prowers Area Transit, does not discriminate on the basis of disability, race, color, national origin, or gender.

All Prowers Area Transit vehicles are ADA compliant. They are equipped with wheelchair lifts or ramps designed to assist persons using wheelchairs or walkers. Every transit employee who drives our vehicles are PASS certified (Passenger Service and Safety), and are extensively trained in wheelchair restraint systems.

- A. All individuals requiring assistance are asked to call 24 hours in advance using the following numbers, Telephone: 719-336-8034 or TDD: 719-336-3977 and notify the dispatcher they request assistance.
- B. Prowers Area Transit is a ‘door to door’ public transportation and will assist ADA individuals from their door (the driver can not enter the residence) to the transit vehicle, and then to the door of the requested destination (not inside), from the transit vehicle.
- C. If the individual has groceries or packages, the driver can assist with respect to paragraph B.
- D. When necessary, the drivers will ask other customers to vacate designated seats for persons with disabilities and senior citizens. This priority seating is located near the front of the vehicle.
- E. For safety concerns, Prowers Area Transit can safely accommodate all ADA-standard wheelchairs on its vehicles. A standard wheelchair is approximately 30 inches wide by 48 inches long, and weighs no more than 600 pounds. This limit includes the combined weight of both the individual and



Powers Area Transit
200 East Hickory Street
Lamar, Colorado 81052

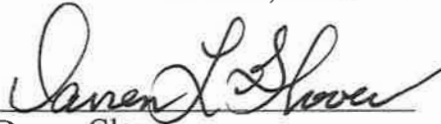
(719) 336-8034 FAX: (719) 336-8018

wheelchair. The common manual wheelchairs and popular motorized scooters are both considered ADA standard chairs. However, persons with disabilities should keep in mind that non-standard wheelchairs may not be compatible with most Powers Area Transit vehicles. These chairs are either too heavy or too large for the wheelchair lift, or cannot be safely secured by the wheelchair restraint system. Powers Area Transit riders should take that into consideration when purchasing new wheelchairs or scooters.

For more information about these policies, or to file a complaint, contact Powers Area Transit's designated disability rights and title VI coordinator, Darren Glover, Director 200 East Hickory Street, Lamar, Colorado 81052. Telephone: 719-336-8039, TDD 719-336-3977.

Reviewed and Adopted by the Board of Commissioners dated this June 27, 2023.

Chairman
Powers County Commissioners


Darren Glover
Director
Powers Area Transit

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-27-2023

Submitter: Mark Westhoff, Administration

Submitted to the County Administration Office on: 6-13-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-13-2023 email poll approval of Contract Amendment #2, 22-172135A2 to original Contract # 22-172135, total amount \$8,992,041.00, for the Overflow Processing Center (OPC), current Contract expires June 30, 2024 and authorized Ron Cook, Chairman of the Board to execute the document electronically.

Justification or Background:

Second year of a five year Contract full term ending June 30, 2026.

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 6-13-2023


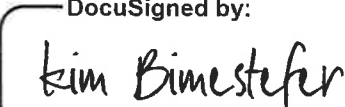
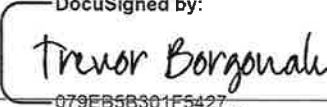
CONTRACT AMENDMENT #2

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 22-172135A2
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: </p> <p>By: _____ D4E4349F583143A...</p> <p>Date: 6/13/2023 11:11 PDT</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing</p> <p>DocuSigned by: </p> <p>By: _____ 0B6A84797EA8493...</p> <p>Date: 6/13/2023 11:15 PDT</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 align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: </p> <p>By: _____ 079E55B301F5427...</p> <p>Amendment Effective Date: 6/13/2023 11:39 PDT</p>	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this amendment is to remove, add, and 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-1, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit B-2, Statement of Work, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit B and B-1, shall be deemed to reference to Exhibit B-2.

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-2, STATEMENT OF WORK

1. GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, the 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 the 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. The 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, the 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. The 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. The 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 the Contractor's responsibilities under this Contract.
- 1.6. The 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. The 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 procure 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. The 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, the 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 the Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. The 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 the Contractor of its acceptance of that Deliverable.

- 1.9.5. The 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. The 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 the 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 the 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. The 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. The Contractor and the Department will track deliverable due dates, updated request dates, and deliverable accepted dates.
 - 1.9.10.1.4. The 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 the Contractor for each Deliverable.
- 1.9.10.2.5. The 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 the Contractor in relation to the Work performed under the Contract.
- 1.10.2. The Department may work with the 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. The 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. The Contractor shall provide this information regardless of whether the Department decides to work with the 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. The Contractor shall respond to all telephone calls, voicemails, and emails from the Department within one Business Days of receipt by the Contractor.
- 1.11.2. The 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 the Contractor uses a compatible program, then the 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 the Contractor with official direction within the scope of the Contract. The 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 the Contractor regarding performance under the Contract.

- 1.11.3.3. A due date or timeline by which the 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 the 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 the 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 the Contractor through a transmittal.
- 1.11.4. The Department may deliver a completed transmittal to the 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 the Contractor receives conflicting transmittals, the 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 the 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 the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.11.8. The 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. The 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 the Contractor will follow in order to continue operations after a Disaster or a Business Interruption.
- 1.13.2. The 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. The Contractor shall address, but is not limited to, the following in the Business Continuity Plan:
 - 1.13.3.1. How the 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 the 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 the Contractor will make all information available at its back-up facilities.
 - 1.13.3.3. How the 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 the Contractor will comply with the disaster recovery standards outlined in the Information Technology Provisions (Exhibit H).
 - 1.13.3.5. How the Contractor will minimize the effects on Members of any Business Interruption.

- 1.13.3.6. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 1.13.3.7. How the Contractor will plan long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 1.13.3.8. How much time it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.13.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables, timelines, and milestones contained in the implemented plan.
- 1.13.5. The Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in the Contractor's processes, procedures or circumstances. The 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. The 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. The 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. The 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. The 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 the 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. The Contractor shall implement the Start-Up Plan once the Department has approved the Deliverable in writing.
- 1.14.3. The 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. The 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 the 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 the 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. The 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. The 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, the 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 the Contractor of this determination for that requirement.

2. INFORMATION TECHNOLOGY REQUIREMENTS

2.1. Department System Access

- 2.1.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
- 2.1.2. The 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 the Contractor for any costs associated with obtaining and maintaining access to Department systems.
- 2.1.3. The Contractor shall access the CBMS through the Department's secured CBMS Web Portal.
- 2.1.4. The Contractor shall maintain all hardware, software, systems management, internet connections, internet browsers and network administration necessary to access the CBMS.
- 2.1.5. The Contractor shall provide all computer workstations and other equipment, such as printers, necessary for the Contractor's staff members to access the CBMS and perform the Work.
- 2.1.6. The 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. The 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. The Contractor shall only request the

minimum level of access for each of the Contractor's staff member necessary for that staff member to perform their responsibilities related to the Work.

- 2.1.8. The 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. The 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. The 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. The 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. The 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. The Contractor shall appoint an individual as a Primary Security Administrator to act as a liaison between the 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. The 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. The Contractor shall provide the names and contact information of the Primary Security Administrator and all Secondary Security Administrators to the Department.
- 2.2.4. The Contractor shall update this list upon its own changes in assignment to the Security Administrators.
- 2.2.5. The 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. The Contractor is responsible for ensuring the security and privacy of their internal systems and internet provider(s).

- 2.4.2. The 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. The Contractor shall update the Cyber Security Plan when a change in state/federal policies occurs, directed by the Department, or when the Contractor changes its own policies.
- 2.4.6. The 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, the 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. The 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. The 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. The Contractor shall provide merit-based government employees as necessary to perform the Work throughout the term of the Contract.
- 3.2. The 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. The 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. The 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. The 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. The 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. The Contractor shall provide staff members to attend all meetings listed in this contract.

- 3.3.6. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. 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. The 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 the Contractor has not provided sufficient staff members to perform the Work in accordance with the requirements of the Contract, the 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. Program/Project Manager
 - 3.3.8.1.1. The Program/Project Manager shall assist with implementation and ongoing operations of the Overflow Processing Center (OPC).
 - 3.3.8.1.2. The Program/Project Manager 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.
 - 3.3.8.1.2.4. Overseeing Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
 - 3.3.8.2. Quality Assurance (QA) Analyst
 - 3.3.8.2.1. The QA Analyst shall be responsible for all of the following:
 - 3.3.8.2.1.1. Working with the OPC Program/Project 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 training needs.
 - 3.3.8.2.1.2. Analyzing the OPC's work by following the OPC Quality Assurance Program (QA Plan – Policies and Processes)
 - 3.3.8.2.1.3. Quality assuring a portion of the assigned work along with other staff.
 - 3.3.8.3. The 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.
 - 3.3.8.4. The 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.
 - 3.3.8.5. 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.

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

3.3.8.6.1. DELIVERABLE: Key Personnel List

3.3.8.6.2. 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, the 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. The 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. The 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 the 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. The 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 the Contractor's submission of the Administrative Report by delivering the schedule to the Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying the 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 the Contractor, then the Contractor shall deliver the report as described in the most recent version of that schedule.

3.6. Notification of Cost Increase

- 3.6.1. The Contractor shall notify the Department when there is an expected or emergency cost increase.

- 3.6.1.1. The Contractor shall provide 30 days' notice when an increase is expected.
- 3.6.1.2. The 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 the Contractor shall provide notice as soon as possible and no later than 24 hours of when an emergency occurs.
- 3.6.2. The 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. The 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. The Contractor shall work with the Department to schedule a Quarterly Personnel Status Meeting with the appropriate stakeholders.
- 3.8. The 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. The 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. The 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. The 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. The 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 the Contractor with identifying stakeholders to include within the plan.
- 4.4. The 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. The Contractor shall update its Communication Plan prior to implementing any change as directed by the Department or internally by the Contractor.
- 4.7. The 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, the 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. The 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. The 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. The 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. The 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. The Contractor must include any identified stakeholders, relevant stakeholder information, and relevant stakeholder schedules in the Transition Work Plan.
 - 5.2.4. The 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 the Contractor with identifying stakeholders relevant to the program/project.
 - 5.2.6. The 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. The 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 the Contractor with identifying stakeholders relevant to the meeting.
 - 5.3.3. The 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 the 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. The 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. The 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. The 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. The Contractor shall facilitate and participate in Project Bi-Weekly Meetings.
 - 5.4.2. The 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 the Contractor with identifying stakeholders relevant to the meeting.
 - 5.4.4. The 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. The 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. The Contractor shall include any known updates from the prior Project Bi-Weekly Meeting to action items within the agenda.
 - 5.4.7. The 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. The 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. The 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. The Contractor shall attend and participate in meetings required by the Department and/or its applicable vendors

5.5.2. If applicable, the Department will provide an outline of key components of each Project Ad Hoc Meeting and assist the Contractor with identifying stakeholders relevant to the meeting.

5.5.3. The 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. The 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. The 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. The 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 the 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. The 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. The 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 the 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 the 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. The 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. The 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. The 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. The Contractor shall provide the Operational Readiness Checklist to the Department for review and approval prior to initiating sign-off.
- 5.7.7. The 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. The 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 the Contractor and the Department and prior to Leadership Review Meeting.
- 5.8. Onboarding Project Work Plan
 - 5.8.1. The 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 the 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 the Contractor with identifying stakeholders relevant to the plan.
 - 5.8.3. The 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. The 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. The 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 the Contractor with identifying stakeholders relevant to the deliverable.
 - 5.9.3. The Contractor shall facilitate the Operational Team Kick-Off Meeting.
 - 5.9.4. The 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 the 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. The 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. The Contractor shall be prepared to discuss at a minimum, the items identified in the Operational Team Kick-Off Agenda.
- 5.9.7. The 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. The 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. The 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 the Contractor with identifying stakeholders relevant to the plan.
 - 5.10.3. The 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. The 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 the Contractor with identifying stakeholders relevant to the meeting.
 - 5.11.3. The Contractor will create Leadership Review materials and an agenda
 - 5.11.4. The 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. The 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. The 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. The 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. The 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. The 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. The Contractor shall include information found in the Monthly Performance Report into the Agenda.
 - 6.2.5.3. The 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 the Contractor shall be prepared to discuss.
- 6.2.6. The 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. The 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. The Contractor shall make updates to the prior Monthly Status Meeting Minute action items status.
 - 6.3.3. The 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, the Contractor acknowledges that some requests may arise without prior notice.
- 6.5.2. The 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, the 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. The 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 in three Business Days of Ad Hoc Meeting

7. OPC OPERATIONS/ADMINISTRATION

7.1. Operations Schedule

- 7.1.1. Each of the 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 the 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. The 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. The Contractor shall provide the assistance of live phone operators during all hours in which any of the Contractor's OPC Site are conducting business for all Eligibility Sites.

- 7.2.1.3. The 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. The 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. The 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. The 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. The 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 the Contractor desires to add an additional Site Location, the Contractor shall provide its request to the Department in writing.
 - 7.2.2.3. The 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 the 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. The Contractor shall not add additional Site Locations without the prior written consent of the Department. The Contractor may only begin operations out of an additional Site Location after the Department has provided prior written approval.
 - 7.2.2.5. The 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. The 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. The 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. The Contractor shall develop and create an OPC Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the 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 the Contractor to begin work.
- 7.4.4. The 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. The Contractor shall update its OPC Policy and Procedures Manual prior to implementing any change as directed by the Department or internally by the Contractor.
- 7.4.6. The 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, the 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. The 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. The 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. The Contractor agrees to provide the Department a separate office and a training room.
 - 8.1.2. The Contractor agrees for the Department to utilize the office and training room at the sole discretion of the Department.
 - 8.1.3. The Contractor will work with the Department to coordinate physical logistics as pertains to training.
 - 8.1.4. The Department will provide training to the 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. The Contractor shall ensure that the appropriate staff attend all training provided by the Department, as necessary for the Contractor to perform the Work or as directed by the Department.

8.2. Contractor Training

- 8.2.1. The 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. The 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. The 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. The Contractor shall not allow any of the 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. The 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. The Contractor shall not allow any of the 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, the Contractor shall make required updates to its Training Plan.
- 8.3.4. The 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. The 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. The 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. The 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 the Contractor will share Work Order Logs with the Department and Eligibility Sites
 - 9.5.2. How the Contractor will track when a case is received, processed, and returned.
 - 9.5.3. How the Contractor will review all applicant/recipient correspondence and documentation for accuracy.
 - 9.5.4. How the Contractor will ensure that cases that do not meet the acceptance criteria are returned to the Eligibility Site.
 - 9.5.5. How the Contractor will request missing or incomplete information from Eligibility Sites.
 - 9.5.6. How the Contractor will update the Eligibility Site on the status of the work.
 - 9.5.7. How the Contractor will close out a work order

- 9.5.8. How the Contractor will file and archive all work order.
- 9.6. The 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 the 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. The Contractor shall complete all applicable data fields within the log as the 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. The 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. The 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 the Contractor in writing of that suspension. Upon receipt of such notice, the 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. The 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 the 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 the 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 the 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 the Contractor will ensure that all received cases are properly date-stamped to document when cases and/or supporting documentation was received by the Contractor from the Eligibility Site they are assisting.
 - 10.8.5.3. How the 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 the Contractor will review all applicant/recipient correspondence and documentation for accuracy.
 - 10.8.5.5. How the Contractor will quality ensure that all information is entered accurately.
 - 10.8.5.6. How the 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 the 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 the 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 the Contractor will file and archive all work.
 - 10.8.5.10. How the 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. The 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. The 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. The 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 the Contractor makes an update to an electronic case file that influences the existing assistance programs, related to the CBMS on the case, the Contractor shall note the case comments and notify the Eligibility Site.
 - 10.9.3. The Contractor shall make all updates to electronic case files within one (1) Business Days following the Contractor's receipt of the information that caused the case update.
 - 10.9.4. The Contractor shall notify each Eligibility Site of updates to electronic case files for cases for which that Eligibility Site is providing ongoing case management within one (1) Business Day following when it makes the change to that electronic case file.
 - 10.9.5. The 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. The 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 the Contractor failing to meet performance standards in this contract, the Contractor shall notify the OPC Program/Contract Manager at the Department of the System Error and its impact on the Contractor's ability to meet those performance standards.
 - 10.9.7. In the event the Contractor receives a Colorado Medical Assistance Eligibility Determination for a Medical Assistance Program that the Contractor is unable to process per guidelines agreed upon with the Department, the 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. The 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. The 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 the Contractor receives any supporting documentation or information from any source related to a Colorado Medical Assistance case that is not assigned to the Contractor, then the 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. The Contractor shall not be responsible for the processing of any supporting documentation or information if not assigned to the Contractor or has been moved back to the Eligibility Site.
- 10.9.8. Case Updates
 - 10.9.8.1. The 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), the 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. The 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. The 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 the 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, the 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 the 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 the Contractor's determination of that applicant/recipient's eligibility.
- 10.10.12. If an applicant/recipient appeals a determination made by the Contractor regarding eligibility in CHP+, the Contractor shall provide, within seven Business Days following the 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. The 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, the Contractor must complete the 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 the 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, the 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 the 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. The Contractor must complete the Contractor Suspected Fraud Written Notice Form provided by the Department for each incident of identified or suspected recipient/applicant fraud.

10.11.2.3. The 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. The 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. The 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. The 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. The 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 the Contractor will distribute mail voter registration forms.
- 10.12.2.3. How the Contractor will aid recipients/applicants in completing voter registration forms, including a description of the type of assistance the Contractor will provide and how the Contractor will allow recipients/applicants to refuse assistance and document that refusal.
- 10.12.2.4. How the Contractor will accept completed voter registration forms for transmission to the proper county clerk and recorder.
- 10.12.2.5. How the 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, the 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. The 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. The 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. The 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 the Contractor provide more frequent training.
- 10.12.7. The training provided by the Contractor shall include all information as provided on the Colorado Secretary of State's website related to the NVRA. The 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 the Contractor has any questions or needs any additional information related to voter registration, the 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. The 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. The Contractor shall not allow any of the 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. The Contractor shall not use the real address of any Client in any communication or documentation, except as allowed by the ACP.
- 10.13.4. The Contractor shall obtain special CBMS access to confidential cases for each of the Contractor's staff that will work on cases for Clients in the ACP.
- 10.13.5. The Contractor shall justify the business need for each of its staff members for whom it requests CBMS access to confidential cases.
- 10.13.6. The Contractor's staff shall only use the ACP address in the CBMS and not the recipient/applicant's real address.
- 10.13.7. The Contractor shall include all special indicators for an ACP case in the CBMS as directed by the Department.
- 10.13.8. The Contractor shall comply with all letters and other formal direction provided by the Department for the State related to the ACP.
- 10.13.9. The 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 the Contractor will ensure that all of the 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 the Contractor will ensure that all of the Contractor's staff attend all training, as provided or directed by the Department, relating to the ACP and ensure that all of the Contractor's staff has received up-to-date training related to the ACP.
 - 10.13.9.3. How the 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 the Contractor's staff members designated to work on cases for recipients/applicants in the ACP.
 - 10.13.9.3.2. Designating a limited number of the 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 the Contractor will ensure that only the ACP address is used whenever the Contractor is required to use an address and that the recipients/applicants' real address is not used.
 - 10.13.9.5. How the 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, the Contractor shall update its ACP Plan and deliver to the Department for review and approval of such changes.
- 10.13.11. The 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. The 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 the Contractor's own staff.

10.14.2. In the event that the Contractor encounters difficulty obtaining a resolution to an issue that it submitted to the CBMS/EDMS, the 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. The Contractor shall comply with all listed guidance.

11.3. In the event that the Department determines that the Contractor is not meeting any requirement or performance standard in this Contract, the 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 the Contractor is not meeting, as identified by the Department.

11.4.2. A description of all activities the 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 the Contractor will undertake.

11.4.4. A timeline for all proposed activities, and milestones that the Contractor will meet in relation to the CAP.

11.4.5. A deadline by which all activities in the CAP will be completed and the Contractor will meet all requirements and performance standards contained in the Contract.

11.4.6. Depending on the requirements and performance standards that the Contractor has failed to meet, the Department may direct the Contractor to complete all activities in the CAP by a date Determined by the Department. In that event, the 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. The 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 the Contractor was not meeting a performance standard requirement.
- 11.6. In the event that the Department or the Contractor identify any failure of the Contractor to meet a requirement or performance standard in this Contract that the Department determines is a serious issue that requires immediate correction, the Contractor shall deliver its CAP related to that issue within one Business Day instead of the five normally allowed.
- 11.7. The Contractor shall implement each CAP immediately upon receiving the Department's approval of that CAP.
- 11.8. In the event that the 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 the Contractor's access to the CBMS and the 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 the Contractor met any or all the performance standards when completing determinations and redeterminations within the Contractor's program, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain performance standards. This data will be visualized on each program's MAP Dashboards.
 - 11.10.2. To determine whether the Contractor met any or all the performance standards when working with Medicaid populations within the 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 the 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. The 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 the 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 the Contractor. The 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. The Contractor shall comply with HCPF Operational Memo (OM) 21-030 and any superseding communication by the Department, which specifies the 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 the Contractor.
 - 11.12.2.2. The 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. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut, within 10 business days.
 - 11.12.2.4. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series 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 the 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. The 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. The 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. The 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 25 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 26 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 25 calendar days.
 - 11.13.3.3.3. The 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 25 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 26 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 25 calendar days.

- 11.13.3.4.3. The 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. The 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. To Be Determined (TBD) Rate:
 - 11.13.3.6.1. 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.
 - 11.13.3.6.2. The Department will pull data tracking and reports to measure separate totals for the new performance measure.
 - 11.13.3.6.3. The Contractor shall meet the TBD Rate Performance Standard monthly.
 - 11.13.3.6.3.1. 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 the Contractor. The OPC will be evaluated semi-annually to determine the 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 the Contractor met or exceeded the specified targets.

11.14.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of each review period (semi-annually) to determine if the Contractor's actual performance has met and/or exceeded the targets.

11.15. Department Monitoring of MAP Dashboards

11.15.1. The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor Contact to be distributed to Contractor leadership monthly.

11.16. Contractor Monitoring of MAP Dashboards

11.16.1. The Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

11.16.1.1. The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met.

11.16.2. If targets are not met, the Contractor shall review and investigate the root causes for not achieving the target(s).

11.16.3. The Contractor shall respond to the Department with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.

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

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

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

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

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

12. OPC QUALITY ASSURANCE PROGRAM

12.1. The 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 the 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 the 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 the Contractor's current OPC Quality Assurance Program activities.
- 12.4. The 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. The 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. The 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 the 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. The 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. The 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. The 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. The 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. The 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 the Contractor met and exceeded all Performance Standards
 - 13.4.3.2.1. If the Contractor failed to meet any Performance Standards contained in this Contract, the Contractor shall also include a description of why the 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 the Contractor has implemented including but not limited to staffing changes or staff turnover, security administrator changes, policy changes, and procedure changes.
- 13.4.4. The 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. The 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. The 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. The 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. The 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. The 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 the 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 the Contractor was unable to resolve
- 13.7.2. The 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. The 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 the Contractor's staff members who has access to the CBMS.
 - 13.8.2.3. A listing of the SAVE username for each of the Contractor's staff members who have access to SAVE, including any High-Level Program Group access.
- 13.8.3. The 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. The 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 the 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. The 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. The 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 the 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, the Contractor acknowledges that some requests may arise without prior notice.
 - 13.10.2. The 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 the 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, the 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 the Contractor is failing to meet Deliverable or Performance Standards expectations outlined in this contract until the 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 (Powers County to specify)
- 14.2.2.8. Mileage / meeting / training expenses (Powers 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 (Powers County to specify)
- 14.2.2.14. Shredding
- 14.2.2.15. Telephone
- 14.2.2.16. Other expenses (Powers 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

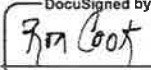
- 14.4.1. If available funding is not approved by CMS, the Department will not pay the Contractor for further work where the funding has not been approved.
- 14.4.2. If CMS requests changes to the funding, the Contractor shall work with the Department to modify the costs under this Contract to align with the approved funding.

STATE OF COLORADO

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

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

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

Signature: 
D4E4349F583143A
Printed Name: Ron Cook
Title: BOCC Chairman
Date: 6/13/2023 | 11:11 PDT

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 6-27-2023

Submitter: Administration & DHS

Submitted to the County Administration Office on: 6-20-2023

Return Originals to: Jana Coen & DHS

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-20-2023 email poll approval for Payment of Bills presented in the amount of \$144,218.79, Department of Human Services Payment of Bills presented in the amount of \$54,938.11, Welcome Home Center, \$11,063.58 and H3C \$1,882.36 with the Certification date 6-20-2023.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

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: \$144,218.79 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **June 21, 2023**

#

COUNTY GENERAL FUND	A/P	PAYROLL	FRINGES
	\$ 31,787.94	-	-
ARPA FUND	\$ 3,525.00	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 31,722.96	-	-
ROAD & BRIDGE FUND	\$ 45,051.23	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ 42.00	-	-
CRMC FUND	\$ 18,189.56	-	-
OPC FUND	\$ 13,900.10	-	-
Totals	\$ 144,218.79	\$ -	\$ -

DATE: June 21, 2023

DATE: June 21, 2023

DATE: June 21, 2023

DATE: June 21, 2023

10,000.00
144,218.79 \$

Ray Cook
BOCC CHAIRMAN

Wendy L. Buxton-Andrade
COMMISSIONER

Sharon Branch
COMMISSIONER

Anna Cook
CLERK TO THE BOARD


Total Paid Approve To Pay	\$	144,218.79
AP + Fringes	\$	144,218.79
Total Pd Certification - Payroll	\$	144,218.79
Total Payroll + Fringes	\$	-

Ending Check No.	69471
Beginning Check No.	69418

Total Number of Checks:

1
54

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }


Powers County Treasurer's Office

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: JUNE 2023

PAYROLL TYPE DHS:	DATE	CHECK NUMBERS	AMOUNT
SALARY			
FRINGE			
OPERATING	06/21/23	66716-66736	54,938.11
CANCELLED			
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	06/21/23	8523-8525	11,063.58

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$66,001.69 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

June 21, 2023

GRAND TOTAL \$ 66,001.69

DATE 6-20-2023 *Ron Cook* CHAIRMAN

DATE 6-20-2023 *Sharon Harrison* COMMISSIONER

DATE 6/19/23 *David M. Mc* DIRECTOR

BALANCE AS OF 6/19/23 \$1,237,116.49

**HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: JUNE 2023**

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE			
OPERATING	06/21/23	3774-3780	1,882.36

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$1,882.36 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

June 21, 2023 GRAND TOTAL \$ 1,882.36

10-10-2023 *Ron Cook* CHAIRMAN
 10-10-2023 *Wendy B. Burton* COMMISSIONER
 10-10-2023 *Sharon K. ...* COMMISSIONER
 DATE COMMISSIONER

10/19/23 *Frederick Mueller* DIRECTOR
 DATE

BALANCE AS OF 6/19/23 \$418,270.38

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-27-2023

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 6-21-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-21-2023 email poll approval to Amend the Hotel & Restaurant with Optional Premises (County) Liquor License for Robert J. Haney Jr., dba IGOTTAGOLF to expire on June 19, 2024 in order to match the same expiration date on the State Liquor Enforcement Division's License that they issued for the premise's location: 28157 US Hwy 287, Lamar, CO.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

License No. 2023 - 273

AMEND

License Fee: \$825.00

STATE OF COLORADO
COUNTY of Prowers

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

RETAIL LIQUOR LICENSE

Prowers County Liquor Board

301 S. Main St, Ste. 215, Lamar, CO 81052

ROBERT J. HANEY JR.
dba: IGOTTAGOLF
28157 US HWY 287
LAMAR, CO 81052

License Expires at Midnight **JUNE 19, 2024**
License Type: **HOTEL & RESTAURANT/OPTIONAL (COUNTY)**
Authorized Beverages: **MALT, VINOUS & SPIRITUOUS**

This is to Certify, That **ROBERT J. HANEY JR., dba IGOTTAGOLF** having applied for a license to sell **MALT, VINOUS & SPIRITUOUS LIQUOR** at retail and having paid the proper fees to the County Treasurer, the above applicant is hereby licensed to sell at 28157 US HWY 287, LAMAR, COLORADO, in the County of Prowers, Colorado for a period beginning on the 19th Day of JUNE, 2023 and ending on the 19th Day of JUNE, 2024 unless this license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

In Testimony Whereof, The Board of County Commissioners, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this 21st Day of JUNE, 2024

PROWERS COUNTY BOARD OF COMMISSIONERS

ATTEST:


Jana Eoen - County Clerk & Recorder


Ron Cook - Chairman BOCC

THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-27-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6-21-2023

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 Hotline County Connection Center Rental Agreement in the amount of \$8,522.52 between Prowers County Board of Commissioners and the Hotline County Connection Center and authorizing Ron Trowbridge and Lanie Meyers-Mireles to execute the document.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Rental Agreement

This constitutes an agreement made as of **June 28, 2023** between Prowers County Board of Commissioners and Hotline County Connection Center (HCCC).

Witnesseth:

Prowers County Board of Commissioners hereby rents to HCCC the exclusive use of 4 offices and corridor area totaling 1,236.93 square feet in the Prowers County Annex building. This agreement also provides for janitorial services, building maintenance, and utilities (excluding telephone services).

1. **TERM:** This rent shall continue for a period of 12 months from July 1, 2023 until June 30, 2024 and shall continue on a month-to-month basis after that period, if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days' notice may cancel the lease at any time.
2. **ANALYSIS:** Based on the analysis of building expenses, the County has determined that the actual cost per square is \$7.10, for a total of \$8,522.52 annually.
3. **RENT:** Hotline County Connection Center agrees to pay as rent for the premises the sum of \$710.21 monthly.

SIGNED this 28th day of June, 2023.

Ron Cook, BOCC Chair

Ron Trowbridge, HCCC Program Manager

Lanie Meyers-Mireles, DHS Director

ATTEST:

Jana Coen, County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-27-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6-21-2023

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 Memorandum of Understanding between (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) Prowers County Department of Human Services (The One Stop Partner) as required by Workforce Innovation and Opportunity Act of 2014 (WIOA), expiration date June 30, 2026 and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document electronically.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made by and between: (A) the Rural Consortium Workforce Development Board (the "Workforce Board"); (B) the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board"); (C) the Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State"); and (D) The One-Stop Partner (collectively "the Parties") as required by Workforce Innovation and Opportunity Act of 2014 (WIOA).

In accordance with the WIOA §121, this local MOU has been developed and executed by the Workforce Board, with the agreement of the LEO Board, and with each One-Stop Partner that describes the operation of the one-stop delivery system in the Workforce Area and the individual sub-areas (the "Sub-Areas") that comprise the Workforce Area.

SIGNATURE AND COVER PAGE

(A) The Workforce Board the Rural Consortium Workforce Development Board (the "Workforce Board")	MOU Number 8406_24-KARA-WIOA MOU
(B) The LEO Board the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board")	MOU Performance Beginning Date The later of the Effective Date or July 1, 2023
(C) State Agency Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State")	Current MOU Expiration Date June 30, 2026
(D) One-Stop Partner Prowers County Department of Human Services (DHS)	Exhibits and Order of Precedence The following Exhibits and attachments are included with this MOU: <ol style="list-style-type: none"> 1. Exhibit A – Worksheet 2. Exhibit B – [RESERVED] 3. Exhibit C – Project Change Request Form 4. Exhibit D – Sample Option Letter In the event of a conflict or inconsistency between this MOU and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. The provisions of the main body of this MOU. 2. Exhibit A – Worksheet 3. Exhibit B – [RESERVED] 4. Exhibit C – Project Change Request Form 5. Exhibit D – Sample Option Letter

THE PARTIES HERETO HAVE EXECUTED THIS MOU

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

COLORADO RURAL WORKFORCE CONSORTIUM BOARD OF LOCAL ELECTED OFFICIALS	RURAL CONSORTIUM WORKFORCE DEVELOPMENT BOARD
_____ By: Debbie Bell, Chair	_____ By: Kathy Reeves, Chair
Date: _____	Date: _____

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT	COLORADO RURAL WORKFORCE CONSORTIUM
_____ By: Kelly Folks, Director Division of Employment and Training	_____ By: Suzie Miller, Director
Date: _____	Date: _____

ONE-STOP PARTNER

** By signing my name below, I certify that I have read the MOU. All of my questions have been discussed and answered satisfactorily. My signature certifies that I have the legal authority to bind my agency to the terms of the MOU and confirms my understanding of the terms outlined in this MOU; Exhibit A.

** Lanie Meyers-Mireles, Director
Prowers County Department of Human Services

Date

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Laura Urbain
State Controller Delegate

Effective Date: _____

1. PARTIES AND PURPOSE

It is Colorado Rural Workforce Consortium's (CRWC) vision that every Colorado business has access to a skilled workforce and that every Coloradoan has access to meaningful employment, resulting in statewide economic vitality. It is CRWC's mission to foster business-focused workforce partnership, effectively preparing rural Coloradoans for the jobs of today and tomorrow.

The purpose of this MOU is to provide a framework for the delivery of comprehensive workforce development services to the job seeker and employer of communities of the Workforce Area and to describe how the shared costs of operating the One-Stop Delivery System in the Workforce Area will be funded. By encouraging collaboration between comprehensive workforce centers and a network of One-Stop Partners, this framework is designed to develop a workforce eco-system promoting collaborative employment and training strategies that reflect the particular needs of the Workforce Area's and the Sub-Area's local and regional economies.

2. EFFECTIVE DATE AND TERM

WIOA §121(c)(g) requires that the MOU be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services, including effectiveness, physical and programmatic accessibility.

This MOU will begin on July 1, 2023 and remain in effect until June 30, 2026, unless terminated earlier or extended further by mutual agreement of the Parties.

3. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the One-Stop System, including the coordination of service delivery and the referral of customers, for one or more of the Colorado Rural Workforce Consortium five sub-areas including the Pueblo Comprehensive Workforce Center. No cash payments will be made under this MOU. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the CRWC area.

- A. Exhibit A, Worksheet: This Exhibit describes the specific services that the One-Stop Partner will provide in the Sub-Areas in which the One-Stop Partner operates. Beginning on the MOU Effective Date and continuing throughout the term of this MOU, the One-Stop Partner agrees to work collaboratively with the Workforce Board, the LEO Board, CRWC and the other One-Stop Partners in the Sub-Areas in which the One-Stop Partner operates to carry out the provisions of WIOA and this MOU and to provide the services described in Exhibit A. The One-Stop Partner agrees to (a) promptly notify the Workforce Board and the LEO Board if, for any reason, the One-Stop Partner fails to provide or is unable to provide the services described in its Exhibit A, and (b) amend Exhibit A in accordance with Section 6B of this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the One-Stop Partner. CRWC will maintain the current version of each One-Stop Partner's Exhibit A on the CRWC MOU Website: <https://cdle.colorado.gov/tools-resources>.
- B. Exhibit B, [RESERVED]
- C. The Parties agree to participate in good faith in the negotiation and execution of a Cost Sharing Agreement (CSA) that meets all requirements of the Cost Sharing Legal Authorities. At a minimum, the CSA should if relevant: (a) identify the Infrastructure Costs, Additional Costs and Total Costs; (b) establish a formula for calculating each One-Stop Partner's Proportionate Share of the Total Costs; (c) calculate each One-Stop Partner's Partner Contribution; (d) identify the method by which the One-Stop Partners will make the Partner Contribution; and (e) establish a process by which the Parties will reconcile the Total Costs,

the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of this MOU.

The Parties agree that: (a) the Infrastructure Costs, Additional Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Additional Costs and Total Costs will be disclosed to the One-Stop Partners; (c) the methodology for calculating each One-Stop Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to One-Stop Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the method by which the One-Stop Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share, and the Partner Contribution at least once per quarter throughout the term of this MOU; (e) in negotiating the CSA, the Parties will comply with both the letter and the spirit of the Cost Sharing Legal Authorities; and (f) One-Stop Partners who are not Required Partners and who do not provide services in the comprehensive One-Stop Center or who are not co-located in an affiliate location will not be required to enter into a CSA, pursuant to applicable WIOA requirements.

D. Abide by State Backup Formula, if Implemented, Subject to the Appeals Process

If the Workforce Board, the LEO Board, and all Required Partners operating in the Workforce Area fail to execute a CSA that meets the requirements of the Cost Sharing Legal Authorities, the State will implement and execute the State Backup Formula to determine each Required Partner's Partner Contribution.

If relevant, (1) the Required Partners agree to abide by the terms of the State Backup Formula, if implemented, subject to the appeals process in the Cost Sharing Legal Authorities; and (2) the Additional Partners (and all other one-stop partners who are not subject to the State Backup Formula) are not required by law to pay infrastructure costs but agree that, if the State Backup Formula is implemented, such one-stop partner will continue in good faith to negotiate a Cost Sharing Agreement that meets the requirements of the Cost Sharing Legal Authorities.

E. Exhibit C, Project Change Request Form: Parties may bilaterally change the following, using Exhibit C, Project Change Request Form: (i) Representatives, (ii) Section 6M, Notices, and (iii) Exhibit A. All changes using this Project Change Request Form shall be made by email in accordance with the email contact information listed in Section 7.M of this MOU.

4. DELEGATION OF ADMINISTRATIVE DUTIES TO CRWC The Workforce Board delegates all administrative duties relating to the operation of the One-Stop Delivery System in the Workforce Area to CRWC. These duties include, without limitation: (a) keeping and maintaining the original copies of each MOU, its Exhibits, and any amendments; (b) maintaining the MOU Website; (c) negotiating the terms of the CSA with the One-Stop Partner; (d) gathering the data necessary to calculate the Infrastructure Costs, the Additional Costs, the Total Costs, the Proportionate Share, and the Partner Contribution; and (e) performing quarterly reconciliations of all CSAs, in collaboration with the One-Stop Partners.

5. DESIGNATION OF COMPREHENSIVE ONE-STOP-CENTER; SATELLITE WORKFORCE CENTERS

A. The Workforce Board and LEO Board designate the following location as the Workforce Area's comprehensive "One-Stop Center":

Pueblo Workforce Center
212 W. 3rd St
Pueblo, CO, 81003
719-562-3731
cdle_pueblo_wfc@state.co.us



COLORADO

Office of Children,
Youth & Families

Division of Child Welfare

Lanie Meyers-Mireles
Director
Department of Human Services
1001 South Main Street
Lamar, CO 81052

6/21/2023

Re: Acceptance of Prowers County Collaborative Management Program MOU for SFY 2023-2024

Dear Director Meyers-Mireles,

The purpose of this letter is to communicate information about your county's participation in the Collaborative Management Program (CMP), C.R.S. 24-1.9-101, also known as HB 04-1451.

The Prowers County CMP Memorandum of Understanding (MOU) for SFY 2023-2024 has been accepted. As specified in Section XI of your county's MOU, Prowers County needs to submit the attached attestation statement with signatures prior to receiving the earned incentive funds.

The Colorado Department of Human Services appreciates Prowers County's continued commitment to the coordination and integration of services to children, youth, and families in their community.

If you have any questions or concerns, do not hesitate to contact Andie Scott at andie.scott@state.co.us.

Sincerely,

Andie Scott

Andie Scott
Collaborative Management Program Administrator



- B. CRWC agrees to notify the One-Stop Partner if the Workforce Board and LEO Board change the location of the Workforce Area's comprehensive One-Stop Center.

6. PROVISIONS

A. Termination of MOU

(i) The One-Stop Partner may terminate this MOU at any time by providing notice to the Workforce Board, the LEO Board, and CRWC in accordance with Section 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. By terminating this MOU, the One-Stop Partner will be considered to have automatically withdrawn from membership on the One-Stop Partner's local Workforce Board. Such termination will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU made prior to the termination.

(ii) The Workforce Board, with the agreement of the LEO Board, may terminate this MOU at any time by providing notice in writing to the One-Stop Partner in accordance with 7.M of this MOU. Unless otherwise agreed to by the Workforce Board and the LEO Board, such termination will become effective sixty (60) days after delivery of such notice. Upon termination of this MOU, the One-Stop Partner will be deemed to have automatically been terminated from membership on the One-Stop Partner's local workforce board. The termination of the MOU pursuant to this section will not (a) relieve the One-Stop Partner from any obligations that may arise from a source outside of this MOU (including obligations that may arise in accordance to the terms of a contract or grant agreement); or (b) relieve the One-Stop Partner from its obligations in this MOU throughout the 60-day termination notification.

(iii) The One-Stop Partner may terminate from this MOU in the event Federal oversight agencies charged with the administration of WIOA fail to appropriately fund this MOU or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU after the first fiscal period. If the One-Stop Partner is unable to perform in accordance with this MOU due to lack of funding, the One-Stop Partner will notify the other Parties as soon as the One-Stop Partner has knowledge that funds may be unavailable for the continuation of the MOU.

B. Modifications and Amendments

The main body of this MOU may only be modified, revised, or amended by the mutual written consent of all Parties, nevertheless:

The One-Stop Partner may deliver to CRWC a Project Change Request Form to modify Exhibit A to reflect changes in the services and/or shared costs of services provided by the One-Stop Partner or to make non-substantive changes to the body of the MOU such as representative of party. Once received, the Workforce Board, LEO Board, and CRWC will approve or deny the requested change. Approved Project Change Request Forms will be attached to the original Exhibit A and added to the Exhibit A in the MOU and on the MOU Website. In the event that the Project Change Request Form is denied, the Parties have the option of using Section 7C, dispute resolution to resolve any concerns regarding the requested changes.

CRWC at its discretion, will have the option to extend the MOU beyond the Initial Term for a period, or for successive periods, of one year or less under the same terms specified in the MOU (each such period an "Extension Term"). In order to exercise this option, CRWC will provide written notice to the One-

Stop Partner in an Option Letter which does not require signature from the One-Stop Partner. Except as stated in Section 2, the total duration of this MOU, including the exercise of any options to extend, will not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

C. Appropriations/Funding.

(i) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Colorado Rural Workforce Consortium One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a CRWC One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the CRWC One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the CRWC One-Stop Centers (20 CFR § 678.700). All Cost Sharing Agreements described in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and will extend only to funds encumbered for the purpose of this MOU.

(ii) The Parties will have no obligation under this MOU to provide any other monies or financial support of any kind or nature to operate or maintain the CRWC One-Stop Delivery system, including proportional payment of the infrastructure costs of the CRWC One-Stop Centers. If any such obligation is asserted against a Party, any resulting obligation will extend only to federal funds received and budgeted for this MOU, appropriated annually, paid into the Treasury of the Party, and encumbered for the purpose of the MOU, if required.

7. ADDITIONAL PROVISIONS

- A. Record Maintenance and Inspection:** The One-Stop Partner will make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining to the performance of the One-Stop Partner until: (i) a period of six (6) years after the date of this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to the MOU or the Parties' rights and obligations. This will be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other record maintenance and inspection requirements in addition to those described in this section.

PERIODIC REVIEWS Pursuant to WIOA Sections 121 (c) (g) and 20 CFR 678.500, the Parties agree to review the terms of this MOU not less than once every three (3) years following the Effective Date to ensure appropriate funding and delivery of services. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. CRWC will initiate and oversee periodic review(s).

CRWC will be responsible for maintaining the original, signed copies of this MOU, the Exhibits and any amendments thereto. CRWC will be responsible for maintaining the MOU Website and ensuring that the MOU Website contains (i) current copies of the MOU, the Exhibits, and any amendments thereto; (ii) an accurate list of all currently operating satellite workforce centers in the Workforce Area; and (iii) a model nondisclosure agreement to be entered into by agents, employees, assigns, and subcontractors of the Parties.

B. Confidentiality of Records:

- i. The Parties will hold and maintain all State Records that the State provides or makes available to such Party in confidence, subject to applicable open records laws, including the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S. (CORA) for the sole and exclusive benefit of the State. Except as otherwise stated in this MOU, a Party will not use for its own benefit, publish, copy, 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, without first obtaining the written approval of the State agency that provided the State Records (the "Providing Agency"). Each Party will immediately forward any request or demand for State Records to the principal representatives of the Providing Agency listed in Section 7.M to the MOU. Upon the expiration or termination of this MOU, each Party shall, at the election of the Providing Agency, return all State Records in the possession of such Party to the appropriate Providing Agency or destroy such State Records and certify to the appropriate Providing Agency that it has done so. If a Party is prevented by law or regulation from returning or destroying State Records, such Party warrants that it will comply with applicable best practice guidelines for handling confidential information, in its efforts to ensure the confidentiality of, and cease to use, such State Records.
 - ii. Each Party will restrict access to Confidential Information to its agents, employees, assigns and subcontractors as necessary to perform such Party's obligations under this MOU. Each Party will ensure that all such agents, employees, assigns, and subcontractors who receive and/or access Confidential Information sign a copy of the model nondisclosure agreement substantially like the one provided on the MOU Website, and that such nondisclosure agreements remain in force at all times that the agent, employee, assign or subcontractor has access to any Confidential Information.
 - iii. Each Party will use, hold and maintain Confidential Information in compliance with all applicable laws and regulations in facilities located within the United States, and will maintain a secure environment that ensures the confidentiality of all Confidential Information wherever located. Each Party will provide the Workforce Board with access, subject to such Party's reasonable security requirements, including compliance with all applicable federal and state laws concerning confidentiality, solely for the purposes of inspecting and monitoring security associated with access and use of Confidential Information and evaluating security control effectiveness.
 - iv. This 7B will be deemed to supplement and not replace any additional confidentiality requirements that a Party's funding authority or program may be bound by. All Parties will continue to adhere to such other confidentiality requirements in addition to those described in this 7B.
 - v. To the extent permitted by this 7B and applicable law, the Parties will share Confidential Information with other Parties to the extent that such sharing would help advance the purposes of this MOU. Additionally, to the extent not prohibited by federal law, this MOU and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.
- C. **Dispute Resolution:** All Parties agree that they will attempt in good faith to resolve any disputes that arise out of or relate to this MOU, or the Parties' rights and obligations through informal discussions among the Parties. If the Parties are unable to resolve their dispute through informal discussion, then the Parties agree to submit their dispute to the Colorado Rural Workforce Board Executive Committee (the "Executive Committee") for resolution. The Executive Committee's determination will be final.
- D. **ENTIRE UNDERSTANDING** The MOU and its Exhibits represent the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are incorporated into this MOU. Prior or contemporaneous additions, deletions, or other changes to the MOU will not have any effect whatsoever, unless incorporated within the MOU.
- E. **MULTIPLE-FISCAL YEAR FINANCIAL OBLIGATIONS:** The state and any local government are subject to the provisions of Section 20 of Article X of the Colorado Constitution which limits their ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of the state or any local government under this MOU beyond the current fiscal year is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the state, Board or, Board of County Commissioners which budget provides for or appropriates funds for such obligation. The state or

local government under this MOU will be from year to year only and will not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

- F. **Severability:** Any provision of this MOU that is deemed invalid or unenforceable will not affect the validity or enforceability of the remaining provisions of this MOU, provided that the Parties can continue to perform their obligations under this MOU in accordance with its intent.
- G. **Independent Contractor:** No employee relationship will arise between the State of Colorado and any Party, or any agent or employee of any Party, by virtue of this MOU. Rather, each Non-State Party will perform its duties as an independent contractor and not as an employee of the State. No Party or its employees or agents will become entitled to unemployment insurance or workers compensation benefits through the State, and the State will not become obligated to pay for or otherwise provide such coverage, by virtue of this MOU. The Parties will pay when due all applicable employment taxes and income taxes and local head taxes incurred by this MOU. The Parties will (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof when requested by the State; and (iii) be solely responsible for its acts and those of its employees and agents. No Party will have authorization, express or implied, to bind the State to any agreement, liability or understanding by virtue of this MOU, except as expressly described in this MOU.
- H. **Responsibility for Employment and Other Related Benefits:** All employees providing services pursuant to this MOU remain under the supervision and direction of their respective employing entity. If any employment or work-related issues arise, such employing entity will be solely responsible for the resolution of such issue. The One-Stop Partner will be solely responsible for providing all employment-related benefits to its employees and for complying with all applicable employment laws and regulations, including without limitation all applicable federal and state income tax, workers' compensation and unemployment insurance laws and regulations.
- I. **NON-GOVERNMENTAL ENTITIES—GENERAL INDEMNIFICATION:** Non-governmental entities will indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, 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 the non-governmental entity, or its employees, agents, subcontractors, or assignees in connection with this MOU.
- J. **Governmental Immunity:** Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees controlled and limited by the provisions of the Governmental Immunity Act 24-10-101, et seq. and the risk management statutes, C.R.S. § 24-30-1501, et seq., as amended.
- K. **No Third-Party Beneficiaries:** The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, will be strictly reserved to the Parties, and nothing contained in this MOU will give or allow any claim or right of action whatsoever by any non-Party. It is the express intent of the Parties to this MOU that any person receiving services or benefits under this MOU will be deemed an incidental beneficiary only.
- L. **Assignment:** The One-Stop Partners' rights and obligations are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the Workforce Board and the LEO Board. Any attempt at assignment, transfer, or subcontracting without the written consent of the Workforce Board and the LEO Board will be void.
- M. **Notices:** For the purpose of this MOU, the persons listed below are designated the representatives of the

Parties. All notices required or permitted under this MOU will be in writing and will be deemed given when (a) personally served; (b) three (3) days after deposit in the United States Mail, mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated in the MOU; or (c) by email. The Parties may designate in writing a new or substitute representative by filling out Exhibit C, Project Change Request Form and may do so by giving Notice in accordance with this Section 7.M., without formal amendment.

i. For the Workforce Board:

Kathy Reeves—Chair
Colorado Rural Workforce Consortium Workforce Development Board
509 Colorado Avenue, Suite G
Pueblo, CO 81004
719-696-8596
kathy@topnotch-personnel.com

ii. For the LEO Board:

Debbie Bell—Chair,
CRWC Board of Local Elected Officials
610 State Avenue, Suite 200
PO Box 300
Alamosa, Co
Debbie.bell@fremontco.com

iii. For CRWC:

Dawn Robards
CRWC Operations Manager
Colorado Department of Labor and Employment Division of
Employment and Training
633 17th Street, 7th Floor Denver, CO 80202
(303) 318-8810
Dawn.Robards@state.co.us

with copies to:

Purchasing Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor Denver, CO 80202
303-318-8054

and:

Kelly Folks, Director
Colorado Department of Labor and Employment Division of
Employment and Training
633 17th Street, 7th Floor Denver, CO 80202
(303) 318-8002 Kelly.folks@state.co.us

iv. For the One-Stop Partner:

Lanie Meyers-Mireles, Director

Prowers County Department of Social Services
1001 S Main Street, Lamar, CO 81052
719-336-8752 dssdirector@prowerscounty.net

v. **Comprehensive List of One-Stop Partners**

CRWC will maintain a current list on the MOU website, <https://cdle.colorado.gov/tools-resources>, of all active One-Stop Partners.

- N. **Conflict of Interest:** Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's interests. Each Party will refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.
- O. **Authorization:** Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized. If requested by CRWC, each Party agrees to provide CRWC with proof of such authority within fifteen (15) days of receiving such request.
- P. **Counterparts:** This MOU may be executed in multiple identical original counterparts, all of which will constitute one agreement.
- Q. **Notice of Pending Litigation:** Each Party will notify CRWC, in writing, within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this MOU or is otherwise related to this MOU.
- R. **CORA Disclosure:** To the extent not prohibited by federal law, this MOU and its exhibits are subject to public release through CORA. This MOU is not intended to supersede the Parties' obligations under CORA.
- S. **Choice of Law:** Colorado law, and rules and regulations issued pursuant thereto, will be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations will be null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this MOU, to the extent capable of execution.
- T. **Press Releases and Communications:** In coordination with CDLE's Office of Government, Policy and Public Relation (GPPR), all Parties agree that the Workforce Board and the LEO Board are authorized to communicate with the press, television, radio or any other form of media concerning this MOU or the Parties' performance contemplated by this MOU. The Workforce Board and the LEO Board will notify and consult with the One-Stop Partner before making any media communications that makes specific reference to the One-Stop Partner.
- U. **Digital Signatures** If any signatory signs this MOU 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 will be incorporated into this MOU by reference.

8. LAW, ASSURANCES and CERTIFICATIONS

- A. As applicable, all Parties to this MOU will comply with:
- i. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - ii. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended,
 - iv. Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99
 - v. The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - vi. Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)

- vii. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188
- viii. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99)
- ix. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38)
- x. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)
- xi. Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681)
- xii. All amendments to each, and
- xiii. All requirements imposed by the regulations issued pursuant to these acts.
- xiv. Nondiscrimination and Equal Opportunity Provision. As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, CDLE (the WIOA the grant recipient) assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

C. Certification Regarding Lobbying

All Parties will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and

34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties will not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

D. Debarment and Suspension

All Parties will comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

E. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. § 4215 and its implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

F. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

G. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

H. Equipment and Furniture

All equipment and furniture purchased by any Party for purposes described herein will remain the property of the purchaser after the termination of this MOU.

I. Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Colorado. All Parties shall comply with all applicable Federal and State Laws and regulations, and Local laws to the extent that they are not in conflict with the State or Federal requirements.

9. DEFINITIONS

- A. "Actual Cost Data" means information pertaining to the amount of funds expended for the current State Fiscal Year and derived from historical fund expenditure data.
- B. "Additional Costs" means such costs, in addition to Infrastructure Costs, that the required one-stop partners in the comprehensive centers and co-located one-stop partners in the affiliate locations are required to contribute to the funding of. Additional Costs include the cost of "Career Services" (as that term is defined in WIOA § 134(c)(2)) that are provided at one-stop centers in the Workforce Area and may include other costs that support the operation of the one-stop centers in the Workforce Area.
- C. "Additional Partners" means those one-stop partners who, with the approval of the local board and chief

- elected official, carry out the programs and activities as in WIOA § 121(b)(2)(B).
- D. "Confidential Information" means all Personally Identifiable Information (PII).
 - E. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
 - F. "Cost Sharing Legal Authorities" means the most recently promulgated version of all applicable statutes, regulations, Training and Employment Guidance Letters, Policy Guidance Letters and other applicable legal authorities that prescribe the rules governing the sharing of Infrastructure and Additional Costs between the one-stop partners operating in the Workforce Area, including but not limited to (a) WIOA; (b) the Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, 20 CFR Part 676-678; (C) the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200; (d) The Training and Employment Guidance Letter WIOA No. 17-16, which was promulgated by the United States Department of Labor on January 18, 2017; and (e) the Colorado One-Stop System Policy Guidance Letter # WIOA-2016 03, which was promulgated by the Colorado Workforce Development Council on June 1, 2
 - G. "CDLE" means the Colorado Department of Labor and Employment. CDLE connects job seekers with great jobs, provides an up-to-date and accurate picture of the economy to help decision making, assists workers who have been injured on the job, ensures fair labor practices, helps those who have lost their jobs by providing temporary wage replacement through unemployment benefits, and protects the workplace - and Colorado communities - with a variety of consumer protection and safety programs.
 - H. "CRWC" means the Colorado Rural Workforce Consortium, including CRWC's administrative unit and the Workforce Area's local workforce centers. CRWC provides workforce development programs and services through the Workforce Area's local workforce centers.
 - I. "Infrastructure Costs" has the meaning ascribed to "costs of infrastructure" in WIOA §121 (h)(4), which defines Infrastructure Costs to mean "... the non-personnel costs that are necessary for the general operation of the one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including the center's planning and outreach activities."
 - J. "JVSG" means The Jobs for Veterans State Grants. JVSG provides federal funding, through a formula grant, to 54 State Workforce Agencies (SWAs) to hire dedicated staff to provide individualized career and training-related services to veterans and eligible persons with significant barriers to employment and to assist employers fill their workforce needs with job-seeking veterans.
 - K. "LEO Board" means the Colorado Rural Workforce Consortium Board of Elected Officials, which is composed of Local Elected Officials from each Sub-Area within the Workforce Area.
 - L. "MOU Website" means the website created and administered by CRWC for the purposes described in this MOU and located at <https://www.colorado.gov/pacific/crwc>.
 - M. "NAFTA-TAA" means North American Free Trade Agreement--Transitional Adjustment Assistance. NAFTA-TAA is a federal program to assist workers to re-enter the workforce after they have become unemployed because of imports from or shift in production to Mexico and/or Canada. The NAFTA program was repealed on 8/06/02 and incorporated into the Trade Reform Act of 2002.
 - N. "Non-State Party" means any Party to this MOU that is not a department, board, office, commission, institution or other instrumentality of the State of Colorado. Non-State Parties will include but are not limited to political subdivisions of the State and for-profit and not-for-profit entities.
 - O. "One-Stop Delivery System" or "One-Stop System" means a system that brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance.
 - P. "One-Stop Center" means a physical location where job seeker and employer customers can access the programs, services, and activities of all required one-stop partners.
 - Q. "One-Stop Partner" means an entity described in Section 121 of WIOA participating in the operation of a One-Stop delivery system and identified on the Signature and Cover Page of this MOU.
 - R. "Parties" means the Workforce Board, the LEO Board, CRWC and the One-Stop Partner.
 - S. "Partner Contribution" means each mandatory one-stop partners' in the comprehensive centers and co-

- located one-stop partners' in the affiliate locations required contribution towards the Total Costs.
- T. "PII" means personally identifiable information including, without limitation, any information 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.
 - U. "Proportionate Share of the Total Costs" or "Proportionate Share" means the proportion of the Total Costs that each mandatory One-Stop Partner in the comprehensive centers and co-located One-Stop Partners in the affiliate locations will contribute towards the operation of the One-Stop Delivery System.
 - V. "Required Partners" means those One-Stop Partners in the local area who carry out the programs and activities described in WIOA 9121(b)(1)(B).
 - W. "State Backup Formula" means the "State infrastructure funding mechanism" described in the Cost Sharing Legal Authorities, including WIOA §121(h).
 - X. "SER" means Service, Employment, and Redevelopment. SER is a national network of Community Based Organizations (CBO's) that formulates and advocates initiatives resulting in the increased development and utilization of America's human resources, with special emphasis on the needs of Hispanics, in the areas of education, training, employment, business and economic opportunity.
 - Y. "State Records" means all data, information, and records, regardless of physical form, that belongs to the State, including, without limitation, any State records, State data or other information that has been communicated, furnished or disclosed by the State to another Party. State Records include information subject to disclosure under the CORA.
 - Z. "Sub Area" means the physical regions that make up the Colorado Rural Workforce Consortium area.
 - AA. "TAA" means Trade Adjustment Assistance. TAA is a federal program that provides assistance such as job search, relocation assistance, retraining, income support, etc. to certified workers who have lost or will lose their jobs as a result of foreign trade.
 - BB. "Total Costs" means the total of the Infrastructure Costs and the Additional Costs.
 - CC. "WIOA" means Workforce Innovation and Opportunity Act. WIOA is landmark legislation that is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.
 - DD. "WIOA Title III Wagner-Peyser Programs" means Workforce and Innovation and Opportunity Act Title III Wagner Peyser Programs. In 2014, the Wagner-Peyser Act was amended under title III of the Workforce Innovation and Opportunity Act. The Employment Service under WIOA builds upon previous workforce reforms and requires colocation of the Employment Service offices into the nearly 2,500 workforce centers nationwide and aligns performance accountability indicators with other federal workforce programs. The original Wagner-Peyser Act was established in 1933 and created a nationwide system of public employment offices, known as the Employment Service. The Employment Service seeks to improve the functioning of the nation's labor markets by bringing together individuals seeking employment with employers seeking workers. The Wagner-Peyser Act was amended in 1998 to make the Employment Service part of the one-stop delivery system under the Workforce Investment Act.
 - EE. "Workforce Area" means the physical boundaries of a federally recognized workforce area in a state. Colorado has ten federally recognized areas.
 - FF. "Workforce Board" means the Rural Consortium Workforce Development Board.

Exhibit A
Worksheet

Name of One-Stop Partner: Prowers County Department of Human Services
 Type of Program: Temporary Assistance for Needy Families (TANF)
 Address, City, State, Zip Code: 1001 S Main Street, Lamar, CO 81052
 Telephone Number: 719-336-8752 Fax Number: _____
 Website: https://www.prowerscountv.net/departments/human_services/index.php
 E-Mail Address: dssdirector@prowerscounty.net

Identify all Sub-Areas in which your agency provides services:

Broomfield		Eastern		Northwest	
Pueblo		Rural Resort		South Central	
Southeast	X	Southwest		Western	
Upper Arkansas		N/A		N/A	

Workforce Development System Services

Identify the partner services your agency provides, either directly or by referral to the One-Stop Center. Enter an "X" if you provide the services directly and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "X" and an "R." Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

Partner Program Services

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	X	Enrollment or Registration		Financial Assistance for Training		Job Listing	R
Outreach, Recruitment		Diagnostic Assessment	R	Occupational Skills Training	X	Candidate Screening	R
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	X	Candidate Testing	R
Orientation	X	Counseling: Group or Individual	XR	Skills Upgrading		Job Referrals	R
Resource Center		Case Management	X	Re-Training		Space for Job Interviews	X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	X	Entrepreneurial Training		Labor Market Information	R
Workshops	X	English as a Second Language Training	R	Apprenticeship Training		Local Economic Development Information	
Career Information	XR	Computer Literacy Training	R	Customized or Workplace Training	X	Employer Incentives	
Labor Market Information	R	Job Readiness Training	X	Work Experience, Internship (including Summer Jobs)	X	Employer Seminars	
Job Search Skills & Information	XR	Life Skills Training	X			Job Fairs	R
Job Referrals	XR	Supportive Services	X			Services to Laid Off Workers	R

Follow-Up	X	Post-Employment or Job Retention Services	X			Outplacement Services	
Eligibility Determination	XR	Tutoring, Study Skills Training	X			Job Analysis	
		Leadership Development Activities	X			Focus Groups	
		Mentoring	X				
		Alternative Secondary School	R				

Identify the One Stop center services provided, either directly or by referral to a One-Stop Partner. Enter an "X" if you provide the services directly and enter an "R" for the services you access for your clients by referral. Some boxes may have both an "X" and an "R." Enter Workforce services that your program provides that are not listed here in the blanks at the bottom of the chart.

One-Stop Center Services

Preliminary Services		Services Requiring Eligibility		Training Services		Employer Services	
Public Information	X	Enrollment or Registration	X	Financial Assistance for Training	XR	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	X R	Occupational Skills Training	X R	Candidate Screening	
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans	XR	On-the-Job Training	X R	Candidate Testing	
Orientation	X	Counseling: Group or Individual	XR	Skills Upgrading	X R	Job Referrals	X
Resource Center	X	Case Management	XR	Re-Training	X R	Space for Job Interviews	
Initial Assessment	X	Basic Education, Literacy Training, GED Training	RX	Entrepreneurial Training	X R	Labor Market Information	X
Workshops	XR	English as a Second Language Training	R	Apprenticeship Training	X R	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	XR	Customized or Workplace Training	X R	Employer Incentives	X
Labor Market Information	X	Job Readiness Training	X R	Work Experience, Internship (including Summer Jobs)	X R	Employer Seminars	X
Job Search Skills & Information	X	Life Skills Training	X R			Job Fairs	RX
Job Referrals	X	Supportive Services	XR			Services to Laid Off Workers	X
Follow-Up	X	Post-Employment or Job Retention Services	X			Outplacement Services	
Eligibility Determination	X	Tutoring, Study Skills Training	RX			Job Analysis	X

		Leadership Development Activities				Focus Groups	
		Mentoring					
		Alternative Secondary School	R				

Please provide detailed descriptions of each of the following:

I. Access to Services

- a. Describe the manner in which the One-Stop Partner/Workforce Center will fulfill the access requirement. Provide details. The options are (1) co-location; (2) cross-trained staff; and (3) direct technological linkage.

Cross-Trained Staff

The Prowers County Department of Human Services (DHS) and Southeastern/South Central sub area (Lamar Workforce Center (WFC)) teams meet monthly for a collaborative meeting which includes cross-training, updates, and resource sharing. This meeting is also attended by other partners.

II. Service Delivery

- a. Describe services you will provide, coordination of services and delivery of services. Include physical location where services will be provided. Identify which items will be available at workforce centers and which will be available at other locations. Please specify if service delivery will include online delivery or the use of virtual platforms, such as Google meet, Zoom etc.

Partner Program:

Prowers County DHS is located at 1001 S. Main Street, Lamar CO 81052

Services provided: See box above. Specific programs: Employment First, TANF Colorado Works, Adult Education Services (Crossroads/Journey's, Tackling the Tough Skills, Parenting Education, GED)

One-Stop Center:

The Colorado Rural Workforce Consortium sub-area workforce centers provide free services to assist employers and job seekers. Services include and are not limited to; job listings, computer and internet access, career counseling and training for job seekers. Workforce Center career counselors can connect workers and job seekers with local employment, training, and educational opportunities, as well as any available funding; they can also help clients improve their interviewing skills and résumé. Services can be received virtually or in person at local workforce centers.

Sub-Areas and Locations

Pueblo Sub-Area

Pueblo Comprehensive Workforce Center

212 W 3rd St

Pueblo, CO 81003

Phone Number: (719) 562-3731

E-mail: cdle_pueblo_wfc@state.co.us

Broomfield Sub-Area

Broomfield Workforce Center

100 Spader Way

Broomfield, CO 80020

Phone Number: (303) 464-5855

E-mail: workforcecenter@broomfield.org

Eastern Sub-Area

Burlington Workforce Center
Serving: Serving Kit Carson & Cheyenne counties
1457 Martin Ave.
Burlington, CO 80807
Phone Number: (719) 346-5331
E-mail: cdle_burlington_wfc@state.co.us

Fort Morgan Workforce Center
Serving: Serving Morgan & Washington counties
426 Ensign Street
Fort Morgan, CO 80701
Phone Number: (970) 867-9401
E-mail: cdle_fort_morgan_wfc@state.co.us
Website: [Eastern Workforce Center Website](#)

Sterling Workforce Center
Serving: Phillips, Logan, & Sedgwick counties
100 Broadway, #24
Sterling, CO 80751
Phone Number: (970) 522-9340
Note: located in Walker Hall,
Northeastern Junior College
E-mail: cdle_sterling_wfc@state.co.us
Website: [Eastern Workforce Center Website](#)

Yuma Workforce Center
Serving: Yuma county
529 N. Albany Street, Suite 1210
Yuma, CO 80759
Phone Number: (970) 848-3760
E-mail: cdle_yuma_wfc@state.co.us
Website: [Eastern Workforce Center Website](#)

Northwest/Rural Resort (NW/RR) Sub-Area

Craig Workforce Center
Serving: Moffat & Rio Blanco counties
480 Barclay
Craig, CO 81625
Phone Number: (970) 824-3246
Note: Job Hotline: 800-778-5627
E-mail: cdle_craig_wfc@state.co.us

Edwards Workforce Center
Serving: Serving Eagle county
0069 Edwards Access Road, Suite 7
Edwards, CO 81632
PO Box: 1355
Phone Number: (970) 926-4440
E-mail: cdle_edwards_wfc@state.co.us

Frisco Workforce Center
Serving: Serving Summit, Grand & Jackson Counties
602 Galena St.

Frisco, CO 80443
P.O. Box 679
Phone Number: (970) 668-5360
E-mail: cdle_frisco_wfc@state.co.us

Leadville Workforce Center
Serving: Serving Lake county
901 S. Highway 24
New Discovery Building, Room 219
Leadville, CO 80461
PO Box: 1263
Phone Number: (719) 486-2428
E-mail: cdle_leadville_wfc@state.co.us

Meeker Workforce Center
Serving: Serving Rio Blanco county
345 Market Street
Meeker, CO 81641
PO Box: 2404
Phone Number: (970) 878-4211
E-mail: cdle_meeker_wfc@state.co.us

Glenwood Springs Workforce Center
Serving: Garfield, Pitkin & Eagle counties
401 23rd Street, Suite 300
Glenwood Springs, CO 81601
Phone Number: (970) 945-8638
E-mail: cdle_glenwood_springs_wfc@state.co.us

Steamboat Springs Workforce Center
Serving: Routt & Jackson counties
425 Anglers Drive D-2
Steamboat Springs, CO 80487
P.O. Box 881419,
Steamboat Springs, CO 80488
Phone Number: (970) 879-3075
E-mail: cdle_steamboat_springs_wfc@state.co.us

Southeast/South Central Sub-Area
Alamosa Workforce Center
Serving: Alamosa, Costilla, and Conejos counties
407 State Ave Suite C
Alamosa, CO 81101
Phone Number: (719) 589-5118
E-mail: cdle_alamosa_wfc@state.co.us

La Junta Workforce Center
Serving: Otero, Bent & Crowley counties 308 Santa Fe Ave.
La Junta, CO 81050
Phone Number: (719) 383-3191
Note: Job Hotline: 719-384-5627
E-mail: cdle_la_junta_wfc@state.co.us

Lamar Workforce Center
Serving: Serving Prowers, Baca, & Kiowa counties
405 East Olive St.
Lamar, CO 81052
Phone Number: (719) 336-2256

E-mail: cdle_lamar_wfc@state.co.us

Monte Vista Workforce Center
Serving: Serving Rio Grande, Saguache & Mineral counties
2079 Sherman Ave.
Monte Vista, CO 81144
Phone Number: (719) 852-5171
E-mail: cdle_monte_vista_wfc@state.co.us

Trinidad Workforce Center
Serving: Las Animas county
140 North Commercial
Trinidad, CO 81082
Phone Number: (719) 846-9221
E-mail: cdle_trinidad_wfc@state.co.us

SE Workforce Center at Walsenburg
Serving: Serving Huerfano county
201 East 5th Street, Suite 19
Walsenburg, CO 81089
Phone Number: (719) 738-2372
Hours: Mon - Wednesday - 8 am - 5 pm. Thursday and Friday by appointment
E-mail: cdle_walsenburg_wfc@state.co.us

Upper Arkansas Sub-Area

Canon City Workforce Center
Serving: Serving Fremont & Custer counties
3224 Independence Rd
Canon City, CO 81212
Phone Number: (719) 275-7408
E-mail: cdle_canon_city_wfc@state.co.us

Salida Workforce Center
Serving: Chaffee county
448 E. 1st St. Ste. 201
Salida, CO 81201
Phone Number: (719) 530-5980
E-mail: cdle_salida_wfc@state.co.us

Western/Southwest Sub-Area

Cortez Workforce Center
Serving: Serving Dolores & Montezuma counties
20 West North Street

Cortez, CO 81321
Phone Number: (970) 565-3759
E-mail: cdle_cortez_wfc@state.co.us

Delta Workforce Center
Serving: Delta County
206 Ute Street
Delta, CO 81416
Phone Number: (970) 874-5781
E-mail: cdle_delta_wfc@state.co.us

Durango Workforce Center
Serving: Serving La Plata, Archuleta & San Juan counties

331 South Camino Del Rio #C
Durango, CO 81303
Phone Number: (970) 247-0308
E-mail: cdle_durango_wfc@state.co.us

Gunnison Workforce Center
Serving: Serving Gunnison & Hinsdale counties
109 E. Georgia Ave
Gunnison, CO 81230
Phone Number: (970) 641-0031
E-mail: cdle_gunnison_wfc@state.co.us

Montrose Workforce Center
Serving: Serving Montrose, Ouray, and San Miguel counties.
1551 Ogden Road
Montrose, CO 81401
Phone Number: (970) 249-7783
E-mail: cdle_montrose_wfc@state.co.us

III. Current Resources

- a. Describe how the services you will provide will be funded. Options include: (1) cash; (2) in-kind; (3) philanthropy; (4) private entities; and (5) alternative financing. Do not include infrastructure costs.

Partner Program:

Through allocation provided by CDHS and grant funding, including TANF funds.

One-Stop Center:

Workforce Center Services are funded by federal funds including the Wagner-Peyser Act and the Workforce Innovation and Opportunity Act (WIOA). State Employment Support Funds supplement Wagner-Peyser activities. Grants may also be available from a variety of sources that pay for special programs.

- Wagner-Peyser: Basic Labor Exchange for employers and job seekers
- Workforce Innovation and Opportunity Act (WIOA): Adult, youth, dislocated workers

IV. Referrals

- a. Describe how referrals for services will be coordinated. Including methods of referrals between partners, tracking referrals and related activities, coordination and follow through and shared data systems and documentation such as the Colorado Workforce Data Capture System and Unite Us database system.

Prowers County DHS and the Lamar WFC staff email, phone and make referrals in-person. They also may use an electronic preliminary assessment form. Lamar WFC sends a job listing to Prowers County DHS on a bi-weekly basis. Prowers County DHS tracks referrals through case management, and Lamar Workforce Center through Connecting Colorado.

V. Assurances

Accessibility to services provided by the One-Stop System are essential to meeting the requirements and goals of the Colorado Rural Workforce Consortium. Job seekers must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces.

Describe methods to ensure that needs of workers, youth and individuals with barriers to development, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including physical, virtual, communications, and programmatic access through the one-stop delivery system including the use of technology and other resources.

Partner Program:

Prowers County DHS has a computer lab to provide technological access. Individual case management assures individuals with disabilities receive proper and appropriate service, including referrals to the Division of Vocational Rehabilitation when needed. Additionally, Prowers County DHS has bi-lingual staff to meet the needs of Spanish speaking individuals.

One-Stop Center:

CRWC workforce centers are ADA compliant and follow all applicable federal, state, and local laws to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed. Customers are evaluated for overall need and benefit for workforce system services and/or accommodations in order to reduce barriers. Workforce centers work closely with the Division of Vocational Rehabilitation, and other community-based agencies to support customer needs. Services and materials can be accessed online and in person.

VI. Co-Locations

- a. List co-locations that One-Stop Partner is participating in.

None

Attachments:

- 1) One-Stop Partner List and Contact Information

Attachment 1
Colorado Rural Workforce Consortium
One Stop Partners

The table below lists all One-Stop Partners who are parties to the Memorandum of Understanding as of the Effective Date and their designated representatives and their contact information. CRWC shall update this Attachment 1 to reflect any changes to the list of One-Stop Partners who are parties to the Memorandum of Understanding and maintain a current copy of this Attachment 1 at the MOU Website, which is located at <https://cdle.colorado.gov/tools-resources>.

One-Stop Partner	Applicable Sub-Area(s)	Designated Representative	Physical Location Address	Phone Number
Rocky Mountain SER /Jobs for Progress Inc.	Eastern, Pueblo, South Central, Southeast, Southwest, & Western	Leon Ortega	3555 Pecos Street, Denver, CO 80211	303-480-9394
The Colorado Department of Labor and Employment, Division of Vocational Rehabilitation	All Sub-Areas	Robert Buzogany, Regional Manager, John Garcia, Pueblo	633 17 th Street, 15 th Floor, Denver, CO 80202	303-866-4150
The Colorado Department of Labor and Employment, State Veterans Services	All Sub-Areas	Colin Schneider	633 17 th Street, 7 th Floor, Denver, CO 80202	303-318-8558
SER Jobs for Progress National, Inc.	All Sub-Areas	Karen M. Brown, National Director of Programs /Josephine Quintano, State Director	100 Royal Lane, Suite 130, Irving, Texas 75039	469-549-3623
The Colorado Department of Labor and Employment, Division of Unemployment Insurance	All Sub-Areas	Briana Gienger	251 East 12 th Avenue, Denver, CO 80202	303-318-9000
Servicios de La Raza	All Sub-Areas	Rudolph "Rudy Gonzales	3131 West 14 th Ave., Denver, CO 80204	303-458-5851
Morgan County Department of Human Services	Eastern	Jacque Frenier	800 E. Beaver Avenue, Fort Morgan, CO 80701	970-542-3531
Cheyenne County Department of Human Services	Eastern	Soraya Taylor	560 W 6 N Cheyenne Wells, CO 80810	719-767-5629
Sedgwick County Department of Human Services	Eastern	Natasha "Tasha" Thode	118 W 3 rd Street, Julesburg, CO	970-474-3397

			80737	
Washington County Department of Human Services	Eastern	Teresa Traxler	126 W. 5 th Street, Akron, CO 80720	970-345-2238
Phillips County Department of Human Services	Eastern	Lori Lundgren	127 E Denver, Suite A, Holyoke, CO 80734	970-854-2280
Yuma County Department of Human Services	Eastern	Kara Hoover	340 S. Birch Street, Wray CO 80758	970-332-4877
Logan County Department of Human Services	Eastern	Dave Long	508 S. 10 th Ave. Sterling, CO 80751	970-522-2194
Kit Carson County Department of Human Services	Eastern	Jennifer Gribble	252 S. 14 th Street, Burlington, CO 80807	719-346-7158
Elbert County Health and Human Services	Eastern	Darcy Bolding	75 Ute Ave. Kiowa, CO 80116	303-621-3149
Lincoln County Department of Human Services	Eastern	Andrew Lorensen	103 3 rd Ave. Hugo, CO 80821	719-743-2879
Morgan Community College	Eastern	Dr. Curt Freed	920 Barlow Road, Fort Morgan, CO 80701	970-542-3270
Northeastern Junior College – Adult Education	Eastern	Jamie Giacomini	100 College Drive, Sterling, CO 80751	970-521-6761
Northeastern Junior College – Carl D. Perkins Grant Program	Eastern	Sam Soliman	100 College Drive, Sterling, CO 80751	970-521-6761
Pueblo Community College	Pueblo	Jenny Sherman	900 W Orman Avenue, Pueblo, CO 81004	719-549-3200
Pueblo County Department of Social Services	Pueblo	Karen Garcia	320 W. 10 th Street, Suite 207, Pueblo, CO 81003	719-583-6160
SEL Tutoring	Pueblo	Scott Lambert	4440 N Creek Road, Pueblo, CO 810023	719-485-2456
Community Educational Outreach	Pueblo	Lori Cuno	PO Box 18874, Denver, CO 80218	720-544-5548
Fremont County Department	Upper Arkansas	Tony Carochi	172 Justice	719-275-2318

of Human Services			Center Road, Canon City, CO 81212	
Chaffee County Department of Human Services	Upper Arkansas	Monica Haskell	448 E. 1 st Street, Salida, CO 81201	719-530-2500
Custer County Department of Human Services	Upper Arkansas	Laura Lockhart	205 South 6 th Street, Westcliffe, CO 81252	719-783-2371
Park County Department of Human Services	Upper Arkansas	Susan L. Walton	825 Clark Street, 59865 US Hwy, Fairplay, CO 80440	719-836-4139
Colorado Mountain College -Salida Campus	Upper Arkansas	Rob Simpson/Julie Hanson	349 E. 9 th St., Salida, CO 81201	719-530-7905
Trinidad State College- Trinidad Campus	Southeast	Dr. Rhonda Epper	600 Prospect Street, Trinidad, CO 81082	719-846-5559
Otero College	Southeast	Dr. Timothy Alvarez	1802 Colorado Avenue, La Junta, CO 81050	719-384-6822
Prowers County Department of Human Services	Southeast	Lanie Meyers- Mireles	1001 S Main Street, Lamar, CO 81052	719-336-8752
Huerfano County Department of Social Services	Southeast	Sheila Hudson- Macchietto	121 W 6 th Street, Walsenburg, CO 81089	719-738-2810, ext. 118
Kiowa County Department of Human Services	Southeast	Dennis Pearson	1307 Main Street, Eads, CO 81036	719-438-5541
Otero County Department of Human Services	Southeast	Donna Rohde	13 W 3 rd Street, La Junta, CO 81050	719-383-3131
Baca County Department of Human Services	Southeast	Jona Mills	772 Colorado Street, Suite #1, Springfield, CO 81073	719-523-4131
Las Animas County Department of Human Services	Southeast	Michael Aragon	219 S. Chestnut Street, Trinidad, CO 81082	719-846-2276
Crowley County Department of Human Services	Southeast	Tonia Burnett	631 Main Street, Suite	719-267-3546

			100, Ordway, CO 81063	
Lamar Community College	Southeast	Dr. Rosana Reyes	2401 S Main Street, Lamar, CO 81052	719-336-1511
Saguache County Department of Social Services	South Central	Christina Wilson	605 Christy Street, Saguache, CO 81149	719-655-2537
Conejos County Department of Social Services	South Central	Nicholas Barela	12989 County Rd. G. 6, Conejos, CO 81129	719-376-5455
Durango Education Center	Southwest	Susan Hakanson	701 Camino del Rio, Suite 310, Durango, CO 81301	970-385-4354
Archuleta County Department of Human Services	Southwest	Isabel Vita	551 Hot Springs Blvd., Pagosa Springs, CO 81157	970-264-2182
La Plata County Department of Human Services (Includes San Juan)	Southwest	Martha Johnson	Tech Center Plaza, 10 Burnett Court, Durango, CO 81301	970-382-6150
Montezuma County Department of Social Services	Southwest	Gina Montoya	109 West Main Street, #203, Cortez, CO 81321	970-564-4105
Dolores County Department of Social Services	Southwest	Malynda Evans	409 N. Main Street, Dove Creek, CO 81324	970-677-2250
Montrose Adult Education Center	Western	Anne Ventrello	701 Junction Ave. Montrose, CO 81401	970-787-0281
San Miguel/Ouray Departments of Human Services	Western	Carol Friedrich	333 W. Colorado Ave., Telluride, CO 81435	970-728-4411
Montrose County Human Services	Western	Jen Sherwood	1845 S. Townsend Ave., Montrose, CO 81401	970-252-5000
Gunnison/Hinsdale County Department of Health and Human Services	Western	Joni Reynolds	225 North Pine Street, Gunnison, CO 81230	970-641-3244

Delta County Department of Human Services	Western	Anne Gallegos	320 W. 5 th Street, Delta, CO 81416	970-874-2030
Eagle County Department of Human Services	Rural Resort	Megan Burch	551 Broadway, Eagle, CO 81631	970-328-8888
Summit County Department of Human Services	Rural Resort	Joanne Sprouse	360 Peak One Drive, Suite 230, Breckenridge, CO 80443	970-668-9160
Lake County Department of Human Services	Rural Resort	Janeen McGee	112 W. 5 th Street, Leadville, CO 80461	719-486-2088
The Learning Source	Rural Resort	Josh Evans	8790 W. Colfax Ave. #109, Lakewood, CO 80215	303-941-3944
Pitkin County Department of Human Services	Rural Resort	Lindsay Maisch	0405 Castle Creek Road, Suite 204, Aspen, CO 81611	970-920-5235
Garfield County Department of Human Services	Rural Resort	Sharon Longhurst-Pritt	195 W. 14 th Street, Rifle, CO 81650	970-625-5282
Colorado Mountain College-Glenwood	Rural Resort	Heather Exby, Julie Hanson	802 Grand Avenue, Glenwood Springs, CO 81601	970-945-8691
Rio Blanco County Department of Human Services	Northwest	Carmen McKay	200 Main Street, Ste. 200, Meeker, CO 81641	970-878-9640
Grand County Department of Human Services	Northwest	Deb Ruttenberg	129 E. Byers Ave., Hot Sulphur Springs, CO 80451	970-725-3331
Jackson County Department of Social Services	Northwest	Deb Ruttenberg	350 McKinley Street, Walden, CO 80480	970-723-4750
Moffat County Department of Social Services	Northwest	Kristin Grajeda	595 Breeze Street, Craig, CO 81625	970-824-8282
Routt County Department of Human Services	Northwest	Kelly Kissling	135 6 th Street, Steamboat Springs, CO	970-870-5533

			80477	
Colorado Northwestern Community College	Northwest	Annette Burrow	500 Kennedy Drive, Rangely, CO 81648	970-675-3258
Broomfield County Department of Human Services	Broomfield	Dan Casey	100 Spader Way, Broomfield, CO, 80020	720-887-2200
Front Range Community College	Broomfield	Janel Highfill	4616 S. Shields Street, Fort Collins, CO 80526	303-404-5311
Denver Indian Center (Fatherhood Program)	Broomfield	Steve Revello	4407 Morrison Rd., Denver, CO, 80219	303-936-2688
Jefferson County School District R1 ABE programs	Broomfield	Catherine Baldwin- Johnson/Keenan Sweigart	1829 Denver West Drive #27, Golden, CO 80401	303-982-7484

Exhibit B, [RESERVED]

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EXHIBIT C, PROJECT CHANGE REQUEST FORM

One-Stop Partner Agency Name: _____

Requestor Name: _____

Request Date: _____

Change requested: (For example, changes may include Representative of Party, Location Address, Exhibit A Services)

Rationale for the change:

For CRWC use only

Whether the change is approved or denied: ____ Approved ____ Denied

Rationale for the approval/denial

Signature of CRWC Director _____

Date _____

EXHIBIT D, SAMPLE OPTION LETTER

(A) The Workforce Board the Rural Consortium Workforce Development Board (the "Workforce Board")	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
(B) The LEO Board the Colorado Rural Workforce Board of Local Elected Officials (the "LEO Board")	Original MOU Number Insert number or Other Contract Number of the Original Contract
State Agency Colorado Department of Labor and Employment, Division of Employment and Training, acting by and through the Colorado Rural Workforce Consortium ("CRWC" or the "State")	Option MOU Number Insert number or Other Contract Number of this Option
One-Stop Partner Insert One-Stop Partner Full Legal Name	MOU Performance Beginning Date Month Day, Year
	Current MOU Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend MOU for an Extension Term.

2. REQUIRED PROVISIONS:

- A. For use with Option 1(A): In accordance with Section(s) Number of the Original MOU referenced above, the State hereby exercises its option for an additional term, beginning <Insert start date and ending on the current contract expiration date shown above.>

3. Option Effective Date:

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

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

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 6-27-2023

Submitter: County Attorney

Submitted to the County Administration Office on: 6-21-2023

Return Originals to: NA

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of acknowledgement that Check #69228 for \$196.50 was cashed before the recipient knew that the check was voided by the Board of Commissioners on June 13, 2023.

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: 6-27-2023

Submitter: Judy Wittman, County Treasurer

Submitted to the County Administration Office on: 6-21-2023

Return Originals to: Judy Wittman & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Schedule A, Accurint for Government User Subscription for a term beginning July 1, 2023 and ending June 30, 2024, total monthly fee in the amount of \$200.00 and authorizing Judy Wittman, County Treasurer to execute the document electronically.

Justification or Background:

Treasurer's budget item

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 6-21-2023

SCHEDULE A
Accurant for Government
(Per User Subscription)

Customer Name: PROWERS COUNTY TREASURER
 Billgroup #: ACC-1728507
 LN Account Manager: Jimmy Restivo

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurant for Government services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning July 1, 2023 and ending June 30, 2024 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$200.00
Premium Features:	
Total Monthly User Fees (per user):	\$200.00
Minimum Number of Users	1
Total Monthly Minimum Amount	\$200.00

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search Premium
FCRA Credit Reports

Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
InstantID Q&A
Jail Booking Search & Report
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$200.00.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **June 29, 2023**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to cloudquestions@lexisnexisrisk.com.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: PROWERS COUNTY TREASURER

Signed: _____

Name: _____

Title: _____

Date: _____

Accurant for Government
(Updated May 18, 2023)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00

Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
InstantID Consumer Search	\$0.00
InstantID Q&A (charged per search)	\$1.30
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00

Customized Schedule A

Accurant for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$0.00

Customized Schedule A

Accurant for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00

Customized Schedule A

Accurant for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25

Customized Schedule A

Accurant for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Reverse Phone Append (not discountable)	\$0.10
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Multiple = 2 Or More Phones/Addresses Returned	--

Customized Schedule A

Accurant for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.