

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
January 24, 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. Jenni Mortimeyer, Executive Director of The Cornerstone Resource Center
- Discussion

9:15 a.m. Michaela Mattes, CSU Extension
- Rural Action Project - Community Conversations

9:30 a.m. Tara Marshall, DOLA Representative
- Update: PEP REDI Grant, Master Plan Grant, Fire Station planning grant with Rural Fire Chief Staffon Warn, DOLA interns, Granada Water EIAF Grant with Linda Wilger

10:30 a.m. Faron Williams, Maintenance & Facility Director
- Discussion

11:00 am Thomas Dunagan, Prowers County Coroner
- Discussion on SB22-065

11:15 a.m. Karen Bryant, Prowers Medical Center CEO
- Update

11:30 a.m. Pete Hernandez, CRMC/OPC
- Update

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 January 10, 2022 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.

Mark Westhoff

- County Administrator Update

1:15 p.m.

Rose Pugliese, Esq.

- County Attorney Update

Motion to recess: Prowers County Board of Commissioners' Meeting

BOARD OF ADJUSTMENT MEETING AGENDA

1:30 p.m.

Motion to open the BOA Meeting
Call Meeting to Order
Roll Call

Adoption of Agenda

- Michelle Hiigel, variance request for Peter Page from EF&M Land and Cattle LLC

BOA ACTION ITEMS:

1. Consider setting a Public Hearing for a Request by E F & M Land & Cattle, LLC, for a variance to construct a hay shed 25 feet from the front property line-setback requirements are a minimum of 50 feet. The property is located in Section 25, Township 22, Range 47 West, the 6th P.M., located in an A-1 Irrigated Agriculture zoning district.

Motion to close: Prowers County Board of Adjustment Meeting

Motion to Reconvene: Prowers County Board of Commissioners' Meeting

Executive Session pursuant to C.R.S Section 24-6-402(4)(b) (Conference with the Attorney for the Board for the purposes of receiving legal advice relative to matters on economic development incentives).

ACTION ITEMS:

1. Consider approval of County Workers' Compensation Pool and Colorado Counties Casualty and Property Pool 2023 Contact Form for County Designated Representatives.
2. Consider ratifying 1-9-2023 Email Poll approval of 2023 Emergency Management Program Grant/Local Emergency Management Support (EMPG/LEMS 2023).
3. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Weld County and El Paso County, authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document.
4. Consider Approval of 2022 Semi Annual Report of the Prowers County Treasurer, July 1, 2022 through December 31, 2022.
5. Consider approval of a Purchase of Service Contract between Prowers County and Wayne Hudson Integrated Medical Practice for the Provision of Facilitating the Statement of

Work in 22 IHJA 173925 County Behavioral Health Program, authorizing BOCC Chairman to execute the document.

6. Consider Approval of a Resolution Amending Prowers County Land Use Regulations for Resolution No. 2022-21.
7. Consider Approval of Standard Form Agreement between Prowers County Rural Fire Department and CRP Architects, PC, to complete Prowers County Rural Fire station design and planning, totaling \$51,300, and Authorizing BOCC Chairman to execute the document.
8. Consider approval of Economic Development Incentive Agreement between The Board of County Commissioners of Prowers County and CNJ Holdings Inc, represented by Mark Carrigan, for new irrigation pipeyard located at 20997 US Highway 50, Granada, CO.
9. Consider approval of 2023 Secure Transportation Services License 2023-01, valid until January 24, 2026, and Secure Transportation Services Vehicle Permits 2023V-001, 2023V-002, 2023V-003, 2023V-004, 2023V-005, 2023V-006, and 2023V-007, valid until January 24, 2024, for Southeast Mental Health Services of La Junta, CO.
10. Consider approval of Contract Amendment #2 to 2021CMIP051A2 between Prowers County Department of Human Services and the Department of Health Care Policy and Financing outlining the County Incentive Contract for Performance Period July 1, 2020 through June 30, 2023 and authorizing Lanie Meyers-Mireles, Director of the Department of Human Service Director, to execute the document electronically.
11. Consider approval of SOW to Original Master task Order Contract Routing Number: 23 FAA 00019, Task Order Contract 2023-01 FREM, Exhibit B and authorizing Meagan Hillman, PCPHE Director to execute the document.
12. Consider approval of Overview and Concurrence Form for Department of Homeland Security Federal Emergency Management Agency (FEMA) regarding the Conditional Letter of Map Revision (CLOMR) request submitted by Colorado Gravel, LLC, authorizing Michelle Hiigel, Land Use and Floodplain Administrator to execute the document.
13. Consider approval of Subdivision Exemption Application by Carol Flint, in the W½ of Section 17, Township 22, Range 45 West, the 6th P.M. The request is to subdivide approximately 2 acres from the existing property of 318.51 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be a Second Subdivision. The application was approved by the Planning Commission on January 11, 2023.
14. Consider approval of Memorandum of Understanding Regarding Reference Commodity Distribution between Board of County Commissioners of Prowers County and Lamar Senior Citizen, Inc, to facilitate Prowers County staff and volunteers to distribute commodities for Lamar Senior Citizen, Inc. from the Community Resource Center, effective January 1, 2023 and ending December 31, 2023.

15. Consider approval of a Resolution to Transfer 2023 Revenue between Sales Tax Fund to County General Fund in the amount of \$1,500,000.00.
16. Consider ratifying 1-18-2023 Email Poll approval for Payment of Bills Presented in the Amount of \$792,098.85 and approval of DHS Bills Presented in the amount of \$1,661,330.70 and \$281.56 for H3C Department.
17. Consider approval of Environmental Health Services Agreement between Prowers County Public Health and Environment and Bent County Public Health and Environment for provision of services in the amount of \$4,901.00, CY2023, authorizing Meagan Hillman, Director of Public Health to execute the document.

PREVIOUSLY TABLED ACTION ITEMS:

1. Consider setting a public hearing to consider approval of Amendments to the Guidelines and Regulations for Areas and Activities of State Interest of Prowers county in Relation to 1041 Regulations.

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: 1-24-23

Submitter: Paula Gonzales, HR Director

Submitted to the County Administration Office on: 2

Return Originals to: Jana Coen & Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date: N/E

Item Title/Recommended Board Action:

Consider approval of County Workers' Compensation Pool and Colorado Counties Casualty and Property Pool 2023 Contact Form for County Designated Representatives.

Justification or Background: Annual approval

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):



COUNTY WORKERS' COMPENSATION POOL AND COLORADO COUNTIES CASUALTY AND PROPERTY POOL

2023 CONTACT FORM

Attached is your 2023 Contact Form for the County Workers' Compensation Pool (CWCP) and Colorado Counties Casualty and Property Pool (CAPP). Please make any necessary revisions to this information and return the form to jhargrave@ctsi.org. Member counties are required through the Bylaws to designate a representative to serve in each of the following categories. This is a Bylaw requirement, not a staff requirement.

The description of duties for the categories is as follows:

DESIGNATED REPRESENTATIVE (WCDR/CPDR) - attends official meetings, votes on behalf of the county, eligible for election to Board of Directors;

CLAIMS CONTACT PERSON (WCCC/CPCC) - files claims on behalf of county, serves as liaison with claims administrator and receives claims-related information including loss runs;

PERSON DESIGNATED TO RECEIVE CORRESPONDENCE (WCDC/CPDC) - receives all written correspondence (including contribution invoices), except claims related information, from the pool on behalf of the county; responsible for distributing pool correspondence to appropriate county personnel.

SAFETY REPRESENTATIVE (WCSR/CPSR) - serves as liaison between the pool loss control representatives and the county to arrange loss control visits and training sessions and to disseminate safety and loss control information to county employees.

***Even if our information on the enclosed form is correct, please return the form with such a notation.**

Thank you for your cooperation.

County Technical Services, Inc.

Administration & Loss Prevention
Phone: 303-861-0507
Fax: 303-861-2832

800 Grant Street • Suite 400
Denver, Colorado • 80203
email: ctsi@ctsi.org

Claims (CAPP & CWCP)
Phone: 303-861-0507 1-800-544-7868
Fax: 303-861-1022



See Attached Sheet for Explanation

Please return this form by email to [Julianne Hargrave at jhargrave@ctsi.org](mailto:jhargrave@ctsi.org)
by January 31, 2023

NAME		COUNTY	ADDRESS		PHONE #	FAX #	EMAIL ADDRESS		CDRC	CDCC	CDSC	CDLR	WDCR	WDCS	WDCR
Paula	Gonzales	Prowers	301 S. Main, Ste. 215	Lamar	81052 (719) 336-8027	336-2255	paula.gonzales@prowerscounty.net		X	X				X	
Mark	Westhoff	Prowers	301 S. Main, Ste. 215	Lamar	81052 (719) 336-8029	336-2255	mmwesthoff@prowerscounty.net	X			X		X		X

1/5/2023



2023 COUNTY OFFICIALS/OTHER CONTACT UPDATE

Please return this form by email to Juliann Hargrave at jhargrave@ctsi.org by January 31, 2023

NAME	COUNTY	ADDRESS	PHONE #	FAX #	EMAIL ADDRESS	Assessor	Abolony	Budget Officer	Cass	BCCC Chair	Consolidation	HR Rep	Sherrill	SS Dir	Chief of Police	Treasurer
Jana	Powers	301 S. Main St.	81052 (719) 336-8020	336-5306	joen@prowerscounty.net											X
Ron	Powers	301 S. Main, Ste. 215	81052 (719) 336-8025	336-2255	rook@prowerscounty.net					X						
Sam	Powers	103 E. Oak	81052 (719) 336-8050	336-7900	szordel@prowerscounty.net								X			
Tamara	Powers	301 S. Main St.	81052 (719) 336-8030	336-2255	inickelson@prowerscounty.net			X								
Rose	Powers	9235 N Union Blvd., Ste. 150	80920 (970) 589-3755		puglieselawfirm@gmail.com		X									
Paula	Powers	301 S. Main, Ste. 215	81052 (719) 336-8027	336-2255	paula.gonzales@prowerscounty.net							X				
Thomas	Powers	301 S. Main, Ste. 215	81052 (719) 336-8025	336-2255	grasmick@prowerscounty.net					X						
Andrew	Powers	301 S. Main St.	81052 (719) 336-8000	336-7232	awyatt@prowerscounty.net											
Laria	Powers	1001 S. Main	81052 (719) 336-8752	336-7198	dssdirector@prowerscounty.net											X
Wendy	Powers	301 S. Main, Ste. 215	81052 (719) 691-4910	336-2255	wandrade@prowerscounty.net					X						
Judy	Powers	301 S. Main St.	81052 (719) 336-8081	336-7232	wiltman@prowerscounty.net											
Mark	Powers	301 S Main, Ste 215	81052 719-336-8029	336-2255	mwesthoff@prowerscounty.net											X

** Please make ALL necessary changes in contact names in RED and fill in ALL phone and fax numbers, email addresses or any other info left blank on this form. 1/5/2023

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1-24-2023

Submitter: Staffon Warn, Rural Fire Chief

Submitted to the County Administration Office on: 1-9-2023

Return Originals to: 1

Number of originals to return to Submitter: 1

Contract Due Date: 1-10-2023

Item Title/Recommended Board Action:

Consider ratifying 1-9-2023 Email Poll approval of 2023 Emergency Management Program Grant/Local Emergency Management Support (EMPG/LEMS 2023)

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):



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Signature Authorization Form

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

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

For Application authorizations ONLY:

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

SUBRECIPIENT NAME: Prowers County

AWARD AGREEMENT

ENCUMBRANCE NUMBER: EMPG/LEMS 2023

Please select the authorization purpose for this signature submission: ... Select ...

Signature Authorization Section:

PRINTED: Signature #1 Name Tom Grasmick

PRINTED: Signature #2 Name Staffon Warn

TITLE for Signature #1 Chairman, BOCC

TITLE for Signature #2 Director

EMAIL for Signature #1 tgrasmick@prowerscounty.net

EMAIL for Signature #2 staffon.warn@prowerscounty.net

PHONE for Signature #1 (719) 336-8025

PHONE for Signature #2 (719) 336-2674

DATE of Signature #1 01/09/2023

DATE of Signature #2 01/09/2023

Signature #1

Signature #2

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/24/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 1/11/2023

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 Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Weld County and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature.”

Justification or Background: This MOU will allow Prowers County Hotline County Connection Center to provide call coverage for child abuse/neglect and adult protective services reports for Weld County.

Fiscal Impact: This item is budgeted in the following account code:
Estimated revenue in the amount of \$126,707.00.

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF UNDERSTANDING
Between
WELD COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Weld County, Colorado ("Weld County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Weld County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Weld County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Weld County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Weld County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Weld County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Weld County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2023 for the period of 12 months, ending December 31, 2023.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Weld County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Weld County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Weld County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Weld County may request. Weld County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Weld County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2023 – Dec 2023	4,892
C/W Inquiries 2,300 Divided by 10	230
Total Estimated Reports	5,122
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	5,074
Rate per Report	\$ 23.00
Estimated Investment for C/W Reports	\$ 116,702.00
Estimated number of APS reports Jan 2023 – Dec 2023	435
Rate per APS Report	\$ 23.00
Estimated Investment for APS reports	\$ 10,005.00
Total Investment for Call Coverage services	\$ 126,707.00

6. Weld County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN WELD COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Weld County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Weld County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Weld County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Weld County. Weld County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Weld County. Weld County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Weld County's Trails Inbox. HCCC will notify Weld County of

a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Weld County to check the pending queue and manage the final disposition of all records.

a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Weld County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Weld County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Weld County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Weld County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Weld County main Department of Human Services number. Weld County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Weld County, HCCC will transfer the call to a Weld County on-call designee. If the Weld County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Weld County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old or an adult, 18 years and older, that has an Intellectual/Developmental Disability the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Weld County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF WELD COUNTY:

1. Weld County will provide an updated list of on-call Weld County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Weld County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Weld County will notify the HCCC of any special circumstances where Weld County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Weld County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Weld County.

GENERAL PROVISIONS:


1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. Weld County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.
- 11.

Approving Entities – Prowers County

Signed: _____
Name: _____
Title: _____
Entity: _____

Approving Entities – Weld County

Signed:  _____
Name: Scott K. James
Chair, Board of Weld
Title: County Commissioners
Entity: Weld County Government

DEC 21 2022

State Confirmation

Date: _____
Signed: _____
Name: _____
Title: _____
Entity: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/24/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 1/12/2023

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 Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with El Paso County and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature.”

Justification or Background: This MOU will allow Prowers County Hotline County Connection Center to provide call coverage for child abuse/neglect and adult protective services reports for El Paso County.

Fiscal Impact: This item is budgeted in the following account code:
Estimated revenue in the amount of \$129,490.00.

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF UNDERSTANDING
Between
EL PASO COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and El Paso County, Colorado ("El Paso County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and El Paso County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and El Paso County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in El Paso County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of El Paso County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. El Paso County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so El Paso County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1 2023 for the period of 12 months, ending December 31, 2023.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 "Other CW" calls will equal 1 report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. El Paso County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including El Paso County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, El Paso County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as El Paso County may request. El Paso County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to El Paso County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2023 – Dec 2023	5,384
C/W Inquiries 2,000 Divided by 10	200
Total Estimated Reports	5,584
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	5,536
Rate per Report	\$ 23.00
Estimated Investment for C/W Reports	\$ 127,328.00
Estimated number of APS reports Jan 2023 – Dec 2023	94
Rate per APS Report	\$ 23.00
Estimated Investment for APS reports	\$ 2,162.00
Total Investment for Call Coverage services	\$ 129,490.00

6. El Paso County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN EL PASO COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and El Paso County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for El Paso County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for El Paso County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of El Paso County. El Paso County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to El Paso County's Trails Inbox. HCCC will notify El Paso County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of El Paso County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by El Paso County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify El Paso County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to El Paso County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of El Paso County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the El Paso County main Department of Human Services number. El Paso County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from El Paso County, HCCC will transfer the call to an El Paso County on-call designee. If the El Paso County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. El Paso County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to El Paso County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF EL PASO COUNTY

1. El Paso County will provide an updated list of on-call El Paso County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the El Paso County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. El Paso County will notify the HCCC of any special circumstances where El Paso County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) El Paso County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by El Paso County.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. El Paso County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: Cami Bremer
Name: Cami Bremer 23-12A
Title: BOCC Chair
Entity: El Paso County

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: _____
Name: _____
Title: _____
Entity: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/24/2023

Submitter: Judy Wittman

Submitted to the County Administration Office on: 1/11/2022

Return Originals to: Judy Wittman

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of 2022 Semi Annual Report of the Prowers County Treasurer, July 1, 2022 through December 31, 2022.

Justification or Background: §30-25-111(2) It is the duty of the board of county commissioners of each county to publish in some legal newspaper published in the county the semi-annual financial statement furnished to the board of county commissioners by the county treasurer.

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

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

Approved by the County Attorney on: _____

Additional Approvals (if required):

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

THANK YOU!

JULY 01, 2022 THRU DECEMBER 31, 2022

REVENUES-----				DISBURSEMENTS-----					
(OUT) FUND BALANCE	ENDING	BEGINNING BALANCE	CURRENT TAX & SPEC ASMT	DELINQUENT TAX & ALL INTEREST	MISCELLANEOUS RECEIPTS	TRANSFERS (IN) VARIOUS ACCTS	WARRANTS PAID	TREASURERS FEES	TRANSFER VARIOUS ACCTS
COUNTY GENERAL									
1,769,665.41	-33,768.95	3,131,118.09	237,363.25	10,658.73	2,350,213.00	1,250,869.63	-5,213,548.42	-30,777.82	
OUTSIDE AGENCY FUND		803.50			846,981.73		-842,147.82		
5,637.41									
VALE - OUTSIDE AGENCY FUND		708.32							
708.32									
LODGING TAX FUND		147,268.05			74,310.73		-33,710.65		
187,868.13									
HOTLINE COUNTY CONNECTION CENTER		416,362.03			758,088.61		-898,321.56		
276,129.08									
CONSOLIDATED RETURN MAIL CENTER		719.63			1,254,903.60		-1,054,327.87		
201,295.36									
OVERFLOW PROCESSING CENTER		293,926.12			705,685.67		-731,634.54		
267,977.25									
AMERICAN RESCUE PLAN ACT FUNDS		0.00			1,819,665.41		-457,034.80		
1,362,630.61									
COUNTY ROAD AND BRIDGE		2,655,947.07	27,328.13	1,227.24	1,216,422.27	51,413.56	-814,055.61	-12,863.97	
3,125,418.69									
COUNTY ROAD & BRIDGE - HWY 196 FUN		8,190,606.56							
8,190,606.56									
LAMAR ROAD AND BRIDGE		0.00	5,152.89	227.75			-5,219.24	-161.40	
0.00									
HOLLY ROAD AND BRIDGE		0.00	660.93	34.87			-674.92	-20.88	
0.00									
GRANADA ROAD AND BRIDGE		0.00	140.06	6.08			-141.76	-4.38	
0.00									
WILEY ROAD AND BRIDGE		0.00	280.70	10.03			-281.99	-8.74	
0.00									
HARTMAN ROAD AND BRIDGE		0.00	25.15	1.20			-25.58	-.77	
0.00									
DEPT OF SOCIAL SERVICES		996,833.92	26,481.50	1,198.14	2,222,398.91	26,146.19	-2,099,323.04		
1,173,735.62									
CAPITAL EXPENDITURE FUND		8,363.14			66,317.56	350,000.00	-96,757.31		
327,923.39									
CONSERVATION TRUST		78,503.26			16,269.16		-15,877.39		
78,895.03									
P M C GENERAL FUND		0.00	29,739.65	1,338.93		29,586.99	-60,665.57		
0.00									
GRANADA TOWN OF		0.00	825.71	35.78		1,900.96	-2,745.21	-17.24	
0.00									
GRANADA TOWN OF CAP IMP		0.00	152.81	6.62		144.45	-300.68	-3.20	
0.00									
LAMAR CITY OF		0.00	38,224.74	1,732.04		52,404.31	-91,561.95	-799.14	
0.00									
LAMAR REDEVELOPMENT AUTHORITY		0.00	18,881.14	723.62			-19,016.62	-588.14	
0.00									
HARTMAN TOWN OF		0.00	356.57	16.96		271.59	-420.46	-7.47	
217.19									
HOLLY TOWN OF		0.00	12,724.94	671.45		7,838.12	-20,966.57	-267.94	
0.00									
WILEY TOWN OF		0.00	8,527.88	304.82		5,426.60	-14,082.64	-176.66	
0.00									
BRISTOL WATER AND SAN DISTRICT		0.00	240.67	9.63		559.12	-723.32	-7.51	
78.59									
0.00									
WILEY		0.00	815.43	29.		434.27	-1,253.88	-25.34	

HOLLY FLOOD CONTROL	0.00	1,441.30	76.09	764.63	-2,236.49	-45.53
SOUTHEASTERN WATER CONSERV DISTRIC	0.00	179.00	9.37	312.25	-494.98	-5.64
SOUTHEAST CO WATER ABATEMENT CREDI	0.00	21.58	.94	18.81	-40.66	-1.67
SOUTHEAST CO WATER CON OBLIGATION	0.00	4,098.54	179.55	3,616.69	-7,766.41	-128.37
LOWER ARKANSAS VALLEY WATER CONS	0.00	14,548.07	638.34	10,180.05	-24,910.86	-455.60
LOWER ARK VALLEY WATER ABMT CREDIT	0.00	28.79	1.22	19.71	-48.83	-.89
TWO BUTTES FIRE DISTRICT	0.00	440.62	11.22	188.66	-626.95	-13.55
NORTH LAMAR SANITATION DISTRICT	0.00	1,807.34	79.07	1,495.91	-3,325.74	-56.58
WILEY FIRE DISTRICT	0.00	5,158.82	223.74	3,145.80	-8,366.89	-161.47
EAST PROWERS WEED CONTROL	0.00	4,123.36	180.69	5,581.83	-9,756.75	-129.13
HOLLY FIRE AND AMBULANCE	0.00	3,161.63	158.74	3,863.12	-7,083.90	-99.59
HI-PLAINS WATER	14.91					
BRISTOL-GRANADA CEMETERY DISTRICT	0.00	1,374.58	61.55	1,836.22	-3,229.25	-43.10
EAST-PROWERS CEMETERY DISTRICT	0.00	6,590.04	303.19	8,187.87	-14,874.30	-206.80
BENT-PROWERS CEMETERY DISTRICT	0.00	3,234.68	125.59	1,881.83	-5,141.30	-100.80
HOLLY DRAINAGE	0.00	3,037.19	164.03		-3,201.22	
WILEY DRAINAGE	0.00	1,600.32	67.58		-1,667.90	
GRANADA DRAINAGE	14,069.53	203.88	9.70		-4,283.50	
PLEASANT-VALLEY DRAINAGE	2,520.56	61.38	3.74			
PROSPERITY DRAINAGE	417.11					
MAY VALLEY DRAINAGE	53.27					
VISTA DEL RIO DRAINAGE	27.92					
VISTA DEL RIO DRAINAGE INTEREST	35.00					
LAMAR SPECIAL ASSESSMENT	0.00		1,249.69	6,431.70	-7,681.39	
PROWERS CTY SPEC ASSESSMENT	0.00			768.13		
MISCELLANEOUS TREASURERS FEES	0.00			67,927.35	-1,090.00	
TAX ADMINISTRATIVE FEE	0.00	2,130.00	25.00			
ADVERTISING	0.00			3,026.30		
REFUNDS	0.00			5,026.32		
INTEREST ON INVESTMENTS	0.00			38,685.50	-7,539.72	
CAFETERIA INSURANCE FUND	11,079.40			8,456.50		
SUSPENSE ACCOUNT FUND	5,382.62			108,489.42	-7,352.68	
REDEMPTION FUND	0.00			107,796.45	-107,796.45	
TREASURERS DEED ESCROW FUND	2,632.60			9,146.48	-7,132.21	
TREASURER'S ESCROW - PUBLIC TRUSTE	56.41					
PUBLIC TREE E-RECORDING FUND	4,000.00					

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1/24/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 1/12/2023

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

“Consider approval of Contract between Prowers County Department of Human Services and Wayne Hudson Integrated Medical Practice for the Provision of Facilitating the Statement of Work in 22 IHJA 173925 County Behavioral Health Program.”

Justification or Background:

Fiscal Impact:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 24th day of January, 2023 by and between THE COUNTY OF PROWERS, STATE OF COLORADO, hereinafter specifically referred to as "Prowers County Department of Human Services", whose address is 1001 South Main St. Lamar, CO 81052 and Wayne Hudson Integrated Medical Practice hereinafter referred to as "Independent Contractor", whose address is 310 East Olive St. Lamar, CO 81052.

Witnesseth,

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Agreement, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working

for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

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

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chairman

By _____
Wendy Buxton-Andrade, Vice-Chairman

By _____
Tom Grasmick, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

INDEPENDENT CONTRACTOR:

By Jay Brooke
Contractor's Signature

Date signed: 1/12/2023

Entity Submitting Application & Primary Contact:

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

Amount Requested:

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

Project Outline:

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

Funding Dedication (listed as annual):

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

Project Description:**Background Information & Data Analysis**

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

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

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

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

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

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

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

Project Overview

Component 1 – Art Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Component 4 – Expanding EMDR Services to Child Welfare Clients

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

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

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

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

Current Barriers and Gaps

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

Service Area & Target Population:

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

Addressing Equity, Diversity, and Inclusion:

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

Organizational Capacity & Key Staff

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

Experience in Working in Underserved Communities Needing Behavioral Health Treatment

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

Partnering Agencies

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

Quality Assurance & Plan to Distribute Funds:

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

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

Sustainability:

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

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

Additional Requirements:

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

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 1/24/23

Submitter: Rose Pugliese

Submitted to the County Administration Office on: 1/16/23

Return Originals to: Jana Coen

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

**“A RESOLUTION AMENDING PROWERS COUNTY LAND USE REGULATIONS
RESOLUTION 2022-21”**

Justification or Background: Amend wind setbacks title

Fiscal Impact: None

Approved by the County Attorney on: 1/24/23

Additional Approvals (if required): N/A

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

**RESOLUTION
NO. 2022-21A**

**A RESOLUTION AMENDING PROWERS COUNTY LAND USE
REGULATIONS RESOLUTION 2022-21**

WHEREAS, on December 15, 2022, a public hearing was held to consider certain changes to the Prowers County Land Use Regulations; and

WHEREAS, the Prowers County Planning Commission made recommendations and public testimony was taken with respect to setbacks for wind turbines; and

WHEREAS, the Board of County Commissioners of Prowers County, Colorado (the "Board") unanimously decided to set certain setbacks for wind turbines; and

WHEREAS, Resolution No. 2022-21 was unanimously adopted by the Board; and

WHEREAS, the heading for setbacks for wind turbines in Section (j) was inadvertently missing the words "FOR WIND TURBINES."

NOW, THEREFORE, BE IT RESOLVED BY THE PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

1. It was the Board' intent, based on the recommendations of the Prowers County Planning Commission and public testimony, to set setbacks for wind turbines; and
2. Resolution Number 2022-21 is hereby amended to include "SETBACKS FOR WIND TURBINES" as the heading for Section (j) SETBACKS.

ADOPTED this 24th day of January, 2023, by the Board of County Commissioners of Prowers County, Colorado.

Ron Cook, Chairman

Wendy Buxton-Andrade, Vice-Chairman

Thomas Grasmick, Commissioner

ATTEST:

Jana Coen, County Clerk

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 01/24/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 01/17/2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider Approval of Standard Form Agreement between The Board of County Commissioners of Prowers County and CRP Architects, PC, to complete Prowers County Rural Fire station design and planning, totaling \$51,300, and Authorizing BOCC Chairman to Execute the Document.

Justification or Background:

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

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

Approved by the County Attorney on: 1/5/2023

Additional Approvals (if required):

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

THANK YOU!

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28th day of November in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

CRP Architects, PC
100 East Saint Vrain Street, Suite 300
Colorado Springs, CO 80903

for the following Project:
(Name, location and detailed description)

Prowers County New Fire Station
County Fairgrounds
Address TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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- 12 SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Prowers County wishes to design and construct a new fire station located on county owned property (fairgrounds property) south of Lamar. The station is anticipated to be approximately 17,000 SF of new construction on approximately 1 acre of land. Additional project scope is outlined in Exhibit 'A' attached.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Characteristics described in Exhibit 'A'

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's budget is still being finalized, however, it is anticipated to be in the range of \$6.8 to 7.2 Million.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes: (3B9ADA29)

.1 Design phase milestone dates, if any:

Conceptual Design commenced in October 2022 with the goal of completing Schematic Design and Design Development by March 2023. Cost estimating and funding development will occur during the second quarter of 2023, concurrent with completion of Construction Documents.

.2 Construction commencement date:

Construction is anticipated to commence in the fourth quarter of 2023.

.3 Substantial Completion date or dates:

Construction will be complete by the fourth quarter of 2024.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Staffon Warn, Fire Chief
Prowers County Fire Rural Department
300 East Poplar Street
Lamar, CO 81052

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brian Risley, Principal Architect
100 East Saint Vrain Street, Suite 300
Colorado Springs, CO 80903

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MGA Structural Engineers, Inc.
115 S Weber St
#101,
Colorado Springs, CO 80903

.2 Mechanical Engineer:

M-B Engineers, Inc. - MBE Engineer
3425 Austin Bluffs Parkway
Colorado Springs, CO 80918

.3 Electrical Engineer:

M-E Engineers, Inc. – MEP Engineer
3425 Austin Bluffs Parkway
Colorado Springs, CO 80918

.4 Civil Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Statutory Limits for Employer Liability of One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$ 100,000) disease each employee, and Five Hundred Thousand Dollars (\$500,000) disease policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following additional services: notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the

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Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an extensive number of Claims as the Initial Decision Maker; or,
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. Fifty-Two (52) visits to the site by the Architect during construction
3. Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. Four (4) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in initial information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work,

prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's instruments of service, and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due

pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days

from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction in Prowers County, Colorado

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration – ARTICLE 8.3 DELETED IN ITS ENTIRETY

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of Prowers County, Colorado. Should If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017. General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. Stipulated Sum

(Insert amount)

Conceptual Design, Schematic Design, Design Development and Cost Estimating services:
Fifty One Thousand Three Hundred Dollars (\$51,300.00)

Final Design and Construction Documents:
To Be Determined once scope is finalized

2. Percentage Basis

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3. Other

(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per Hourly Rates Outlined in Section 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Hourly Rates Outlined in Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent	15	%
Design Development Phase	Twenty-five	percent	25	%
Construction Documents Phase	thirty-five	percent	35	%
Procurement Phase	five	percent	5	%
Construction Phase	twenty	percent	20	%
Total Basic Compensation		percent	100	%

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$250.00/Hour
Project Architect	\$200.00/Hour
Project Manager/Job Captain	\$170.00/Hour
Drafters/Designers	\$138.00/Hour
Clerical Personnel	\$100.00/Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services

and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Five % 5.0

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit 'A' – fee proposal letter dated September 22, 2022

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ron Cook, Powers BOCC Chair
(Printed name and title)

ARCHITECT (Signature)

Brian Risley, Principal Architect

(Printed name, title, and license number, if required)

EXHIBIT A

CRP ARCHITECTS AIA

Mr. Staffon Warn
Fire Chief
Prowers County Fire Department

September 22, 2022

RE: New Station Design

Dear Chief Warn,

Thank you for the opportunity to assist you and the County with preliminary design services for a new fire station within the County. Our understanding of the project scope is based on the RFQ, our visit with you and County Commissioners and our tour of potential sites for the station. Based on this, we provide to offer the following services:

Scope of Work: The program for the new station is anticipated to include the following:

- 3-4 vehicle bays including a wash bay
- Training room
- Office area for fire chief and other staff
- Bunk rooms for male and female fire fighters
- Kitchen and day room
- Equipment and tool storage
- Miscellaneous storage and support spaces
- If one primary location for the station cannot be identified, we discussed the possibility of locating a main station and as secondary, satellite station.

Scope of Services:

1. Design Services Include:

- **Site Evaluation Studies:** Review the potential locations identified by the County for the new station and develop a list of benefits, challenges, concerns, and advantages for each location. Once a preferred location is selected, we will prepare conceptual site layouts to evaluate vehicle circulation routes, building orientation, and other factors to confirm the viability of the site.

Proposed fee for Site Evaluation Studies: \$5,500.00

- **Conceptual Design:** Conceptual design begins with a series of meetings or discussions to fully understand the needs for the new station and the expectations for the County and Fire Department Staff. Once the needs of the Fire Department have been fully captured, we will develop concept drawings showing the general intent and scope of the project. This will help crystallize the goals and overall vision for the project.

Proposed fee for Conceptual Design: \$6,750.00

- **Schematic Design:** Gather any remaining input from various stakeholders such as County administration, Fire Department staff, and other personnel to ensure we are designing to the proper criteria. Develop schematic drawings to reflect the scope, quality, and overall character of the proposed project. Contact jurisdictional authorities to review code compliance issues and verify that our approach to the project will meet all jurisdictional requirements.

Proposed fee for Schematic Design: \$9,900.00

100 East St. Vrain Street, Suite 300
Colorado Springs, Colorado 80903
719.633.5901
www.crpArchitects.com

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- **Design Development:** Develop more specific drawings based on the Schematic Design. Work with Fire Department personnel to clarify design requirements and the permitting process. Develop operational requirements for mechanical, electrical and plumbing systems. Design Development drawings will graphically reflect location, extent, and quality of building systems. Major mechanical and electrical components will be scheduled and selected.

Proposed fee for Design Development: \$18,900.00

- **Cost Estimating and Funding Development:** Based on the Design Development phase, we will develop a construction cost estimate. We can also help the County develop a master budget to include other costs beyond just construction that need to be anticipated in order to capture the full financial picture of the project. Once the costs are identified, we will work with County staff and other community stakeholders to help identify funding sources for this project. Sources could include regional, state and federal grants, community and local donor support, tax initiative and other potential sources. Our scope for this portion of the work will include creating renderings, graphics and other 3D imagery for fund raising purposes.

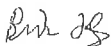
Proposed fee for Cost Estimates and Funding Development: \$10,250.00

2. **Project Schedule:** It is our understanding the County would like to begin this work immediately with the goal of starting construction in the fall of 2023. Depending on final project scope, an 8 to 12 month construction duration should be anticipated.
3. **Additional Services:** It is our understanding that the following efforts are either not required or will be completed by others, however, we would be pleased to provide a proposal if desired:
 - As noted in the RFQ, we are not proposing to provide final design services at this time, however our team is well positioned to proceed with final design and engineering at the appropriate time. We recommend that this phase of work should begin once the cost estimate is complete in order to begin construction in the fall of 2023. We are currently seeing extended procurement timelines so proceeding with design and contractor selection is very critical.
 - Land use planning and entitlement services can be added if required and will be highly dependent on the specific property or location identified by our study.
 - Traffic impact studies, geotechnical reports, site surveys, stormwater management reports and other third-party engineering studies can be added if required by the County or other jurisdictions.
 - High performance design criteria, alternative fuel sources and other sustainable design features can be added if desired.
 - Off-site design and engineering of any improvements can be added if required or dictated by the selected site.

Thank you again for the opportunity to serve the Prowers County Fire Department! Should you have any questions or need additional information regarding our services, please feel free to contact our office.

Sincerely,

CRP Architects, P.C.



Brian Risley
Principal Architect

100 East St. Vrain Street, Suite 300
Colorado Springs, Colorado 80903
719.633.5901
www.crparchitects.com

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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/24/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 01/17/2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Economic Development Incentive Agreement between The Board of County Commissioners of Prowers County and CNJ Holdings Inc, represented by Mark Carrigan, for new irrigation pipeyard located at 20997 US Highway 50, Granada, CO.

Justification or Background:

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

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

Approved by the County Attorney on: 1/16/2023

Additional Approvals (if required):

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

THANK YOU!

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

AGREEMENT entered into the day and year hereinafter set forth by and between **THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO**, hereinafter referred to as "**Prowers County**", whose address is 301 South Main Street, Suite 215, Lamar, Colorado 81052 and **CNJ Holdings, Inc.**, hereinafter referred to as "**Company**", whose address is 20997 US Highway 50, Granada, CO 81041.

Recitals

Prowers County is authorized pursuant to the laws of the State of Colorado to provide economic development incentives for the expansion of existing business facilities within Prowers County and to encourage the location of new business facilities within Prowers County, and has adopted an Economic Development Incentive Policy, and

Company has filed with Prowers County an Economic Development Incentive Application, qualifies for said incentives, and has committed to certain economic development, which is described in said application and in Exhibit A attached hereto, and

Prowers County finds that this economic development will greatly benefit the citizens of Prowers County and provide employment opportunities and other economic benefits for citizens of Prowers County, and

Prowers County has notified any applicable municipality or school district of the negotiation of this Agreement pursuant to the provisions of C.R.S. 30-11-123,

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

1. **ECONOMIC INCENTIVES.** Prowers County hereby grants to Company the economic incentives more particularly described herein and as set forth in Exhibit A attached hereto. Company agrees to comply with all requirements for these economic incentives. The annual refund to be made by Prowers County shall be granted only if all taxes levied and assessed by Prowers County are timely paid by Company. If such taxes are not timely paid, such refund will not be paid by Prowers County. The term "timely paid" means that such taxes shall be paid either (a)

one-half (1/2) on or before the last day of February and one-half (1/2) on or before June 15, or (b) full payment on or before the last day of April.

The tax refunds described in this Agreement will be paid only if all of the conditions required to be met by the Company have been fully satisfied. Prowers County shall receive written documentation from the Company to determine if these conditions have been met, and the determination by Prowers County shall be final, and shall be binding unless Company can prove that the determination by Prowers County was arbitrary or capricious. The determination date shall be December 31 of each year.

The above provisions shall apply, despite the fact that Prowers County may have budgeted and appropriated the refund amount.

After the property tax payment deadlines, the Board of County Commissioners' office will request verification from the County Treasurer's office that taxes have been paid. The incentive payment will be included in the Board of County Commissioners' certification of accounts payable that is presented to the County Treasurer.

Any tax refund specified in this Agreement shall apply only to the amount of taxes assessed for the County General Fund mill levy for the new or expanded business facilities constructed on the subject premises.

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

3. ASSIGNMENT. Company shall not assign this contract without the written consent of Prowers County. No incentive granted herein is transferable without the written consent of Prowers County.

4. SALES TAX. If Company intends to sell merchandise, an applicable sales tax license shall be obtained by Company from Prowers County, and from any municipality, if applicable.

5. APPROPRIATION. Notwithstanding anything to the contrary herein, any financial obligation of Prowers County payable after the current fiscal year is contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

On or before February 15 of the year after the new or expanded business facilities are subject to tax, Prowers County shall notify Company in writing of (1) the amount of the refund that Prowers County intends to make available to Company against property taxes payable in said year and (2) the calculation of the amount of the refund. If Company disagrees with Prowers County's calculation, Company shall, on or before thirty (30) days from said date, notify Prowers County in writing of (1) the nature of its disagreement and (2) Company's own calculation of the amount of the refund. Company and Prowers County shall work in good faith with all reasonable diligence to resolve any differences within thirty (30) days thereafter.

6. PUBLIC RECORD. In the event Prowers County receives a public records demand for copies of documents which Prowers County believes are confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice to Company. Company shall notify Prowers County in writing within 3 days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 7 for any public record requests where the Company advises Prowers County not to disclose such records.

7. INDEMNIFICATION. Company shall indemnify and hold harmless Prowers County against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred by Prowers County as a result of (a) any act or omission by the Company, or its employees, agents, officers and representatives, and (b) as set forth in Paragraph 6.

8. DEFAULT. In the event of a default, the defaulting party shall have 15 days after receipt of written notice of default to cure such default or provide sufficient proof that demonstrates that measures to correct default are diligently being taken.

9. LIABILITY. Because Prowers County is a public entity, and is subject to statutory limits on spending including funds which have been duly budgeted and appropriated, Prowers County and its officers, agents, employees and representatives shall in no event be liable for actual, consequential, punitive or any other damages of any kind to Company, or to any other party, whether based upon breach of contract, tort, strict liability or any other claim for relief of whatever nature or description.

10. VENUE. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District Court sitting without jury in Lamar, Colorado, and said Court shall award to Prowers County, if it is the

substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

11. NOTICES. All notices required or permitted under this Agreement shall be given in writing and shall be effective when delivered in the case of hand delivery, when transmitted in the case of facsimile transmission or five days after mailing when mailed, provided that mailed notices shall be sent by certified mail, return receipt requested. Notices shall be sent to the following addressees at the following addresses or facsimile numbers, or to such other addressees, addresses or facsimile numbers as a party may designate from time to time by notice given pursuant to this paragraph:

If to Prowers County:

Board of County Commissioners
301 South Main Street, Suite 215
Lamar, CO 81052
Fax: 719-336-2255

If to Company:

Mark Carrigan
CNJ Holdings, Inc
32852 CO Highway 71
Rocky Ford, CO 81067

12. BINDING EFFECT. This Agreement is binding upon the parties and their respective heirs, personal representatives, successors and permitted assigns.

**BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO**

CNJ Holdings, Inc

By _____
Ron Cook, Chair

By 

Date Signed: 1/19/23

Name: MARK E CARRIGAN

Title: OWNER

By _____
Wendy Buxton-Andrade, Vice-Chair

By _____
Thomas Grasmick, Commissioner

Attest:

By _____
Jana Coen, County Clerk

Date Signed: _____, 2023

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

I.

Description of Real and Personal Property

1. This applies to Real Property Tax Schedule No. **N/A**
2. The legal description for this property is attached to this Agreement as Exhibit B.
3. The street address for this property is **20997 US Highway 50, Granada, CO, 81041**
4. This applies to Personal Property Tax Schedule No. **N/A**
5. Other: _____

II.

Description of new business facility or expansion of existing business facility

New retail irrigation pipeyard facility to be located at 20997 US Highway 50,
Granada, CO

III.
Description of economic incentive tax refunds

1. 100% of Prowers County 1 % Use Tax for the cost of construction materials for the first 1 year of building construction upon receipt of purchase receipts.*
2. 100% of Prowers County 1 % Prowers County Sales Tax for the first 1 year of retail sales upon receipt of sales receipts.*
3. Other: In-kind labor and materials (road base and delivery) provided to Company by Prowers County Road & Bridge Department totaling \$6,010.50

* This applies only to Prowers County's share of the Sales and Use Tax, minus the State of Colorado's collection fee and is subject to Company completing the Prowers County Sales and Use Tax Remit Form found on the Prowers County website: www.prowerscounty.net

PROWERS COUNTY ROAD & BRIDGE
109 EAST SHERMAN STREET
LAMAR, CO 81052
719-336-5536

Invoice No.

INVOICE

Customer

Name Taylor EuiPMENT, Pipe yard
Address
City State Co ZIP
Phone

Misc

Date 9/14/2022
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
21	hrs, 3 belly dump trucks @ 100.00 per hr	\$ 100.00	\$ 2,100.00
7	hrs. 966 Loader @ 135.00 per hr.	\$ 135.00	\$ 945.00
1,122	tons road base @ 8.00 per ton	\$ 8.00	\$ 8,976.00

SubTotal \$ 12,021.00
Shipping

Payment Check

Tax Rate(s)

Comments CHECKS ONLY PLEASE

TOTAL \$ 12,021.00

Name
CC #
Expires

Office Use Only

\$6,010.50 to CUS Holdings - Mark Carrigan
\$6,010.50 to Taylor Implement CO LLCs - Kyle Taylor

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/24/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 01/17/2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of 2023 Secure Transportation Services License 2023-01, valid until January 24, 2026, and Secure Transportation Services Vehicle Permits 2023V-001, 2023V-002, 2023V-003, 2023V-004, 2023V-005, 2023V-006, and 2023V-007, valid until January 24, 2024, for Southeast Mental Health Services of La Junta, CO.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
LICENSE**

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted Prowers County Secure Transportation Service License Number 2023-01 to provide secure transportation services in Prowers County for the time period indicated below, unless this license is sooner revoked as provided by law:

24 January 2023 through 24 January 2026

Issued at Lamar, Colorado this 24th day of January, 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board of Commissioners

ATTEST:

County Clerk



**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
VEHICLE PERMIT**

This permit expires: 24 January 2024

Permit No. 2023V - 001

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted
Prowers County Secure Transportation License Number 2023 - 01 for the period
24 January 2023 through 24 January 2026 and in compliance with C.R.S. 25-3.5-310

this permit is issued under that License for the following vehicle:

Year 2015 Make Chevrolet Model Malibu VIN# 1G11D5SL4FF125062

Issued at Lamar, Colorado this 24th day of January 2023

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board Commissioners

ATTEST:

County Clerk



**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
VEHICLE PERMIT**

This permit expires: 24 January 2024

Permit No. 2023V - 002

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted
Prowers County Secure Transportation License Number 2023 - 01 for the period
24 January 2023 through 24 January 2026 and in compliance with C.R.S. 25-3.5-310

this permit is issued under that License for the following vehicle:

Year 2015 Make Ford Model Transit VIN# NM0GE9F77F1198035

Issued at Lamar, Colorado this 24th day of January 2023

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board Commissioners

ATTEST:

County Clerk



**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
VEHICLE PERMIT**

This permit expires: 24 January 2024

Permit No. 2023V - 003

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted
Prowers County Secure Transportation License Number 2023 - 01 for the period
24 January 2023 through 24 January 2026 and in compliance with C.R.S. 25-3.5-310

this permit is issued under that License for the following vehicle:

Year 2017 Make Chevrolet Model Equinox VIN# 2GNFLFEK5H6126217

Issued at Lamar, Colorado this 24th day of January 2023

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board Commissioners

ATTEST:

County Clerk



**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
VEHICLE PERMIT**

This permit expires: 24 January 2024

Permit No. 2023V - 004

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted
Prowers County Secure Transportation License Number 2023 - 01 for the period
24 January 2023 through 24 January 2026 and in compliance with C.R.S. 25-3.5-310

this permit is issued under that License for the following vehicle:

Year 2018 Make Jeep Model Compass VIN# 3C4NJDDDB7JT501171

Issued at Lamar, Colorado this 24th day of January 2023

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board Commissioners

ATTEST:

County Clerk



**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
VEHICLE PERMIT**

This permit expires: 24 January 2024

Permit No. 2023V - 005

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted
Prowers County Secure Transportation License Number 2023 - 01 for the period
24 January 2023 through 24 January 2026 and in compliance with C.R.S. 25-3.5-310

this permit is issued under that License for the following vehicle:

Year 2019 Make Chevrolet Model Impala VIN# 1G11Z5S30KU120383

Issued at Lamar, Colorado this 24th day of January 2023

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board Commissioners

ATTEST:

County Clerk



**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
VEHICLE PERMIT**

This permit expires: 24 January 2024

Permit No. 2023V - 006

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted
Prowers County Secure Transportation License Number 2023 - 01 for the period
24 January 2023 through 24 January 2026 and in compliance with C.R.S. 25-3.5-310

this permit is issued under that License for the following vehicle:

Year 2019 Make Jeep Model Compass VIN# 3C4NJDBB2KT734539

Issued at Lamar, Colorado this 24th day of January 2023

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board Commissioners

ATTEST:

County Clerk



**COUNTY OF PROWERS
SECURE TRANSPORTATION SERVICES
VEHICLE PERMIT**

This permit expires: 24 January 2024

Permit No. 2023V - 007

This is to certify that Southeast Mental Health Services of La Junta, Colorado has been granted
Prowers County Secure Transportation License Number 2023 - 01 for the period
24 January 2023 through 24 January 2026 and in compliance with C.R.S. 25-3.5-310

this permit is issued under that License for the following vehicle:

Year 2018 Make Dodge Model Grand Caravan VIN# 2C4RDGBG0JR153077

Issued at Lamar, Colorado this 24th day of January 2023

PROWERS COUNTY BOARD OF COMMISSIONERS

By: _____
Chair of the Prowers County Board Commissioners

ATTEST:

County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/24/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 1/17/2023

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 Contract Amendment #2 to 2021CMIP051A2 between Prowers County Department of Human Services and the Department of Health Care Policy and Financing outlining the County Incentive Contract for Performance Period July 1, 2020 through June 30, 2023 and authorize Lanie Meyers-Mireles, Director of the Department of Human Services to execute the contract via DocuSign.”

Justification or Background:

Fiscal Impact: If performance measures are met, PCDHS could earn \$41,164.10 for SFY 2023 in incentive funds. Incentive funds are primarily used to off-set the 20% county share of HCPF county administration costs.

County: _____

Federal: \$ _____

State: _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 2021CMIP051
Contractor Prowers County	Amendment Contract Number 2021CMIP051A2
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$27,320.94 Extension Terms State Fiscal Year 2022 \$27,320.94 State Fiscal Year 2023 \$41,164.10 Total for All State Fiscal Years \$95,805.98	Contract Performance Beginning Date July 1, 2020 Current Contract Expiration Date June 30, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

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

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2023.

4. PURPOSE

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

5. MODIFICATIONS

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

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

- D. Exhibit B, RATES, is hereby deleted in its entirety and replaced with Exhibit B-1, RATES, attached below. All references to Exhibit B shall now reference Exhibit B-1.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

EXHIBIT A-1, STATEMENT OF WORK

1. TERMINOLOGY

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

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

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

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

2. COUNTY DETERMINATIONS

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

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

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

3.2. Communications Utilized to Determine Compliance

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

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

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

- 4.2.1.1. Accuracy Targets
 - 4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.
 - 4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).
 - 4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.
 - 4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).
- 4.2.1.2. HCPF Eligibility Quality Assurance Program and Medical Assistance Performance (MAP) Accuracy Dashboard
 - 4.2.1.2.1. The Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies the Contractor's role in the state quality assurance (QA) case review process.
 - 4.2.1.2.1.1. The QA case reviews occur monthly.
 - 4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.
 - 4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.
 - 4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.
 - 4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.
 - 4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.
- 4.2.1.3. Setting Accuracy Targets and Benchmarks
 - 4.2.1.3.1. The Department shall use the most recent twelve (12) months of cumulative data on the MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate through HCPF Memo Series the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period to earn the Accuracy Performance Incentive payment.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

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

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

4.2.1.5. Review Sample Size Exemptions

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

4.2.1.5.2. Definition of Review Sample Size

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

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

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

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

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

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

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

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

4.2.1.5.4. Review Sample Size Exemption Process

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

4.2.1.5.4.2. Definition of Similar Error(s)

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

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

4.2.1.5.4.3. If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.

4.2.1.5.4.4. The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.

4.2.1.5.5. Notification of Review Sample Size Exemption

4.2.1.5.5.1. If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.

4.2.1.5.5.2. The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4 will be notified through the Status Report.

4.2.1.5.5.2.1. If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.5.6.

4.2.1.5.5.2.2. The Contractor shall submit any additional documentation requested for the exemption process to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountryRelations>) or email HCPFCountryRelations@state.co.us within ten (10) business days from the day of notification.

4.2.1.5.6. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.5.6.1. The Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied. If only one target is met, 50% of the Accuracy Performance Incentive Payment will be earned. If both targets are not met, no Accuracy Performance Incentive Payment is earned.

4.2.2. **BENCHMARKS:** Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Do Not impact Eligibility.

4.3. Performance Compliance Performance Incentive Standard

4.3.1. The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long-term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.

4.3.1.1. The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

4.3.1.1.1. The Department reserves the right to remove and/or add additional measures as it is appropriate.

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

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

4.3.1.1.4.1.2.2.1.

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

4.3.1.1.4.2.

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

4.3.1.1.4.2.1.

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

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

4.4. Customer Service Performance Incentive Standard

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

4.4.1.1. Contractor Customer Service Tier

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

4.4.1.2.1. Customer Service Tier Reclassification

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

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

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

4.4.2. Customer Service Tier 1

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

4.4.2.1.1. Customer Service Tier 1A

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

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

4.4.2.1.2. Customer Service Tier 1B

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

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

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

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

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

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

4.4.2.1.3. Customer Service Tier 1C

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

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

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

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

4.4.3. Customer Service Tier 2

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

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

4.4.3.4.1.1.2.

Voice of the Customer

4.4.3.4.1.1.2.1.

Address how the Contractor hears from customers on a regular basis through regular and ongoing data and information collection. If the Contractor does not have active processes in place to integrate the Voice of the Customer, the CSIP must include how the Contractor is rectifying the lack of information on customer satisfaction.

4.4.3.4.1.1.2.2.

Address how the Contractor is or isn't using data to determine customer satisfaction

4.4.3.4.1.1.2.3.

Include how the Contractor is actively implementing processes that integrate the Voice of the Customer.

4.4.3.4.1.1.2.4.

Include how the Contractor, through its customer service processes, provides supports to underserved and/or at-risk populations and communities.

4.4.3.4.1.1.3.

Complaints and Negative Feedback

4.4.3.4.1.1.3.1.

Detail how the Contractor works to ensure timely responses and requests for support from the customer, to avoid complaints where possible.

4.4.3.4.1.1.3.2.

If a complaint is submitted, the CSIP shall include how the Contractor addresses positive and negative feedback received through process improvement, training and coaching, positive reinforcement with staff or other methods.

4.4.3.4.1.1.3.3.

Prescribe how the Contractor's processes integrate or align with the Department's centralized complaint process as issued in HCPF Memo Series.

4.4.3.4.1.1.4.

Data Collection

4.4.3.4.1.1.4.1.

Detail what data is collected, how the data is collected ongoing and what tracking mechanisms are in place.

4.4.3.4.1.1.4.2.

Include what steps the Contractor takes when actionable data on customer service satisfaction is collected.

4.4.3.4.1.1.4.3.

Describe what tools the Contractor uses, if any, to collect its data and inform its process improvements.

4.4.4. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances

4.4.4.1. The Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.4.5.1, if the Contractor was classified by the Department as Customer Service Tier 1A or 1B.

4.4.4.2. No exemptions for unusual circumstances are allowed for deliverables as detailed in section 4.4.5.2 for Contractors classified as Customer Service Tier 1A, 1B, 1C or Tier 2.

4.4.4.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

4.4.5. PERFORMANCE BENCHMARK:

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

5. SEMI-ANNUAL REPORTING

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

6. EXEMPTIONS

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

6.2.3. Unusual circumstances do not include circumstances for which the Contractor had direct knowledge or control over, including the Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

6.2.4. The Department's determination of whether the Contractor's request meets the definition of unusual circumstances is final.

6.3. Process for Unusual Circumstances Exemption Requests

6.3.1. The process for the Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.

6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from the Contractor, and the Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process.

6.3.3. General questions on unusual circumstances exemption requests should be submitted to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us.

6.4. Department Review and Approval of Exemption Requests

6.4.1. Based on the Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide the Contractor with an approval or denial of the request on the Final Status Report.

6.4.2. If the Department approves the unusual circumstances exemption request, partial payment may be made to the Contractor for the Performance Incentive Standard the Contractor requested exemption for.

6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by the Contractor.

6.4.2.2. If partial payment is made based on the Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.

6.4.3. If the Department denies the unusual circumstances exemption request, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal

6.4.4. The Department may approve or reject any request for unusual circumstances exemptions and may limit the total number of approved exemptions for all Performance Incentive Standards.

6.4.5. Non-Allowable Exemption Reasons

6.4.5.1. The Department will deny unusual circumstances exemption requests that are determined as due to the fault of the Contractor, where unusual circumstances truly did not exist, and/or any exemption requests based on the following:

6.4.5.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

6.4.5.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standards eligible for exemption requests.

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

7. NOTIFICATIONS

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

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

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

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

8.2. Allowable Disputes

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

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

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

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

9.1.1.1.2. The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3. The Department shall pay the Contractor a Customer Service Performance Incentive Payment as shown in Exhibit B at the conclusion of the Second Reporting Period if the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

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

9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more

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

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

EXHIBIT B-1, RATES

SFY 2022-23 Incentives Payment Table

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

Incentive Payment Name	% of Funding	Payment Amount
Accuracy Performance Incentive Payment	40%	\$16,465.64
Performance Compliance Performance Incentive Payment	30%	\$12,349.23
Customer Service Incentive Payment	30%	\$12,349.23
Total		\$41,164.10

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: January 24, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 01/16/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: Effective once signed and returned

Item Title/Recommended Board Action: SOW to Original Master task Order Contract Routing Number: 23 FAA 00019, Task Order Contract 2023-01 FREM, Exhibit B request approval for PCPHE Director to sign

Justification or Background: No Cost contract for PCPHE to obtain free fentanyl test strips.

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

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

Approved by the County Attorney on: 01/13/2023

Additional Approvals (if required):

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

THANK YOU!

STI/HIV/VH Contracts &
Procurement Unit CONTACT FORM

Institution/Organization

Legal Name	Prowers County Public Health and Environment
Legal Address (Physical)	1001 S Main St Lamar, CO 81052
Mailing Address	same
Phone	719-336-8721
Email	mhillman@prowerscounty.net
Central Email	
DUNS#	014854343
EIN#	846000796
Email for DocuSign*	mhillman@prowerscounty.net

Contract Administrator

Name	Meagan L Hillman PA-C, MBA
Phone	719-336-8721
Email	mhillman@prowerscounty.net

Program Contact/Principal Investigator

Name	same as above
Phone	
Email	

Financial Contact

Name	Reyna Perez, Accountant
Phone	719-336-8721
Email	pcpheaccountant@prowerscounty.net

Signature Authority

Name	Meagan L Hillman PA-C, MBA
Title**	Director
Phone	719-336-8721
Email	mhillman@prowerscounty.net

*Email contact for contract electronic signature.

** If not an apparent authority, the entity will need to provide a Signature Authority letter.

STI/HIV/VH Contracts &
Procurement Unit CONTACT FORM

Institution/Organization

Legal Name	Prowers County Public Health and Environment
Legal Address (Physical)	1001 S Main St Lamar, CO 81052
Mailing Address	same
Phone	719-336-8721
Email	mhillman@prowerscounty.net
Central Email	
DUNS#	014854343
EIN#	846000796
Email for DocuSign*	mhillman@prowerscounty.net

Contract Administrator

Name	Meagan L Hillman PA-C, MBA
Phone	719-336-8721
Email	mhillman@prowerscounty.net

Program Contact/Principal Investigator

Name	same as above
Phone	
Email	

Financial Contact

Name	Reyna Perez, Accountant
Phone	719-336-8721
Email	pcpheaccountant@prowerscounty.net

Signature Authority

Name	Meagan L Hillman PA-C, MBA
Title**	Director
Phone	719-336-8721
Email	mhillman@prowerscounty.net

Email contact for contract electronic signature.

** If not an apparent authority, the entity will need to provide a Signature Authority letter.

STATEMENT OF WORK

To Original Master Task Order Contract Routing Number: 23 FAA 00019

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

I. Entity Name: Prowers County Public Health and Environment

II. Project Description: This project serves to increase the availability of overdose prevention tools, specifically synthetic opiate detection tools, across the state of Colorado as part of a fentanyl education and prevention campaign. According to CDPHE's Drug Overdose Dashboard, we lost 1,881 Coloradans to fatal overdose - at least 912 of those deaths due to fentanyl. Colorado is seeing more fatal overdoses due to fentanyl than ever before with annual increases since 2018. Fatal overdose is preventable. These test strips will help save the lives of people who use drugs across the state because if fentanyl is detected, then people can use that information to make informed decisions about their drug use.

This project is funded by HB22- 1326 Fentanyl Accountability And Prevention Act through appropriation for non-laboratory synthetic opiate detection tests pursuant to section 25-1.5-115.3 (1), C.R.S.. CDPHE has defined eligibility as any local public health department in the state of Colorado.

Definitions:

1. **CDC** – Centers for Disease Control and Prevention
2. **CDPHE** – Colorado Department of Public Health and Environment
3. **FCDPHE** - Fremont County Department of Public Health and Environment
4. **FDA** – Food and Drug Administration
5. **Fentanyl Test Strips** - synthetic opiate detection tool
6. **HIV** – Human Immunodeficiency Viruses
7. **LPHA** - Local Public Health Agency
8. **Priority Populations** - People at risk of fatal overdoses.
9. **REDCap** – Research Electronic Data Capture: a secure web application for data collection
10. **Service Area** – Prowers County
11. **STI** – Sexually Transmitted Infection
12. **VH** – Viral Hepatitis

IV. Work Plan

Goal #1: Provide high-quality HIV, STI, and VH prevention services to increase the priority population's access to testing, education, and treatment, and reduce the acquisition of HIV/STI/VH throughout Colorado in order to disrupt health inequities.

Objective #1: No later than the expiration date of the Contract, improve access to overdose prevention tools for the priority population in the service area.

Primary Activity #1	The Contractor shall distribute fentanyl test strips to the priority population within the service area.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall distribute fentanyl tests strips to the following: <ol style="list-style-type: none"> a. Agencies that serve people at risk of an opiate overdose. b. Individuals at risk of an opiate overdose. 2. The Contractor shall request technical assistance as needed. 3. The Contractor shall distribute instructions and education in tandem with the fentanyl test strips.

	4. The Contractor shall record the number of test strips distributed into the quarterly progress report.	
Standards and Requirements	<p>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.</p> <p>2. CDPHE will provide fentanyl test strips at no cost to the Contractor.</p> <p>a. Contractor shall place an order using the Fentanyl Test Strip Order Form. This document is incorporated and made part of this Contract by reference and is available at https://docs.google.com/forms/d/e/1FAIpQLScq_nwT_3J39Waiz_TJJCmVaadqIDJnSONHvj6AyNB74hnfng/viewform.</p> <p>b. After placing an order, the strips will be shipped directly from the vendor.</p> <p>c. Test strip orders must be received by the Contractor by the Contract expiration date.</p> <p>d. The contact for this project is cdphe_sthv_contractmonitoring@state.co.us.</p> <p>e. Contractor shall provide a signed copy of the invoice upon arrival to the Drug User Health Coordinator.</p> <p>3. CDPHE will send a Contact Form to the Contractor to complete which will indicate who will receive the CDPHE REDCap quarterly survey form.</p> <p>a. The Contractor shall report the number of test strips distributed in aggregate per quarter, by county.</p> <p>4. CDPHE's Drug User Health Coordinator will provide support for fentanyl test strip distribution via:</p> <p>a. Trainings</p> <p>b. Technical assistance upon request</p> <p>c. Repository of best practices available at https://drive.google.com/drive/folders/1pHzeL_4YP_ojeQLi8QRYKg3Gie18QX9P</p> <p>5. Any educational materials created internally must be in line with National Harm Reduction Coalition's harm reduction principles and guidance for fentanyl test strips This document is incorporated and made part of this Contract by reference, and is available at https://harmreduction.org/about-us/principles-of-harm-reduction.</p>	
Expected Results of Activity(s)	1. Increased access to risk reduction materials for individuals at high-risk of opiate overdose. 2. Increased service engagement with people who use drugs.	
Measurement of Expected Results	<p>1. Data contained in quarterly progress reports.</p> <p>2. Reports from data contained in REDCap or other databases as designated by CDPHE.</p>	
		Completion Date
Deliverables	1. The Contractor shall submit a quarterly progress report utilizing the <i>CDPHE REDCap quarterly survey form</i> via email to CDPHE.	No later than 30 calendar days following the last day of each quarter.

V. 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.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and 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 shall 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.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1/24/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 1/18/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Overview and Concurrence Form for Department of Homeland Security Federal Emergency Management Agency (FEMA) regarding the Conditional Letter of Map Revision (CLOMR) request submitted by Colorado Gravel, LLC, authorizing Michelle Hiigel, Land Use and Floodplain Administrator to execute the document

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
OVERVIEW & CONCURRENCE FORM

OMB Control Number: 1660-0016
Expiration: 1/31/2024

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472 , Paperwork Reduction Project (1660-0016). Submission of the form is required to obtain or retain benefits under the National Flood Insurance Program. **Please do not send your completed survey to the above address.**

PRIVACY ACT STATEMENT

AUTHORITY: The National Flood Insurance Act of 1968, Public Law 90-448, as amended by the Flood Disaster Protection Act of 1973, Public Law 93-234.

PRINCIPAL PURPOSE(S): This information is being collected for the purpose of determining an applicant's eligibility to request changes to National Flood Insurance Program (NFIP) Flood Insurance Rate Maps (FIRM).

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA/NFIP/LOMA-1 National Flood Insurance Program (NFIP); Letter of Map Amendment (LOMA) February 15, 2006, 71 FR 7990.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent FEMA from processing a determination regarding a requested change to a (NFIP) Flood Insurance Rate Maps (FIRM).

A. REQUESTED RESPONSE FROM DHS-FEMA

This request is for a (check one):

☒ **CLOMR:** A letter from DHS-FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision or proposed hydrology changes (See 44 CFR Ch. 1, Parts 60, 65 & 72). All CLOMRs require documentation of compliance with the Endangered Species Act. Refer to the Instructions for details.

☐ **LOMR:** A letter from DHS-FEMA officially revising the current NFIP map to show the changes to floodplains, regulatory floodway or flood elevations. (See 44 CFR Ch. 1, Parts 60, 65 & 72).

B. OVERVIEW

1. The NFIP map panel(s) affected for all impacted communities is (are):

Community No.	Community Name	State	Map No.	Panel No.	Effective Date
Example: 480301; 480287	City of Katy; Harris County	TX; TX	48473C; 48201C	0005D; 0220G	02/08/83; 09/28/90
080144	Granada, Town of	CO	08099C	383C 380C 385C 379C	04/19/2016
080272	Prowers County	CO	08099C	383C 380C 385C 379C	04/19/2016

2. a. Flooding Source:

b. Types of Flooding: ☒ Riverine ☐ Coastal ☐ Shallow Flooding (e.g., Zones AO and AH)
☐ Alluvial Fan ☐ Lakes ☐ Other (Attach Description)

3. Project Name/Identifier:

4. FEMA zone designations (choices: A, AH, AO, A1-A30, A99, AE, AR, V, V1-V30, VE, B, C, D, X)

a. Effective:

b. Revised:

Basis for Request and Type of Revision:

a. The basis for this revision request is (check all that apply)

- | | | | |
|---|--|---|---|
| <input checked="" type="checkbox"/> Physical Change | <input type="checkbox"/> Improved Methodology/Data | <input type="checkbox"/> Regulatory Floodway Revision | <input type="checkbox"/> Base Map Changes |
| <input type="checkbox"/> Coastal Analysis | <input checked="" type="checkbox"/> Hydraulic Analysis | <input type="checkbox"/> Hydrologic Analysis | <input type="checkbox"/> Corrections |
| <input type="checkbox"/> Weir-Dam Changes | <input type="checkbox"/> Levee Certification | <input type="checkbox"/> Alluvial Fan Analysis | <input type="checkbox"/> Natural Changes |
| <input type="checkbox"/> New Topographic Data | <input type="checkbox"/> Other (Attach Description) | | |

Note: A photograph and narrative description of the area of concern is not required, but is very helpful during review.

b. The area of revision encompasses the following structures (check all that apply)

- Structures: ☐ Channelization ☒ Levee/Floodwall ☒ Bridge/Culvert
☐ Dam ☐ Fill ☐ Other (Attach Description)

6. ☒ Documentation of ESA compliance is submitted (required to initiate CLOMR review). Please refer to the instructions for more information.

C. REVIEW FEE

Has the review fee for the appropriate request category been included? ☒ Yes Fee amount: \$ 6,500
☐ No, Attach Explanation

- Please see the DHS-FEMA Web site at <http://www.fema.gov/forms-documents-and-software/flood-map-related-fees> for Fee Amounts and Exemptions.

D. SIGNATURES

1. REQUESTOR'S SIGNATURE

All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Name: Matthew Johnson, PE, CFM		Company: WaterVation, PLLC	
Mailing Address: 123 G Street, Suite 18 Salida, CO 81201		Daytime Telephone: 719-337-8604	Fax No.:
		E-mail Address: matthew.johnson@water-vation.com	
		Date: 01/11/2023	

Signature of Requestor (required): 

2. COMMUNITY CONCURRENCE

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision (LOMR) or conditional LOMR request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the community floodplain management requirements, including the requirements for when fill is placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a conditional LOMR, will be obtained. For Conditional LOMR requests, the applicant has documented Endangered Species Act (ESA) compliance to FEMA prior to FEMA's review of the Conditional LOMR application. For LOMR requests, I acknowledge that compliance with Sections 9 and 10 of the ESA has been achieved independently of FEMA's process. For actions authorized, funded, or being carried out by Federal or State agencies, documentation from the agency showing its compliance with Section 7(a)(2) of the ESA will be submitted. In addition, we have determined that the land and any existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44CFR 65.2(c), and that we have available upon request by FEMA, all analyses and documentation used to make this determination.

Community Official's Name and Title:

Mailing Address:	Community Name:	
	Daytime Telephone:	Fax No.:
	E-mail Address:	

Community Official's Signature (required): _____ Date: _____

2 CERTIFICATION BY REGISTERED PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR

certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information data, hydrologic and hydraulic analysis, and any other supporting information as per NFIP regulations paragraph 65.2(b) and as described in the MT-2 Forms Instructions. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Certifier's Name: Matthew Johnson, PE, CFM

License No.: 52356

Expiration Date: 10/31/2023

Company Name: WaterVation, PLLC

Mailing Address:
123 G Street, Suite 18
Salida, CO 81201

Telephone No.: 719-337-8604

Fax No.:

E-mail Address: matthew.johnson@water-vation.com

Signature:



Date: 01/11/2023

Ensure the forms that are appropriate to your revision request are included in your submittal.**Form Name and (Number)****Required if ...**

- | | |
|---|---|
| <input checked="" type="checkbox"/> Riverine Hydrology and Hydraulics Form (Form 2) | New or revised discharges or water-surface elevations |
| <input type="checkbox"/> Riverine Structures Form (Form 3) | Channel is modified, addition/revision of bridge/culverts, addition/revision of levee/floodwall, addition/revision of dam |
| <input type="checkbox"/> Coastal Analysis Form (Form 4) | New or revised coastal elevations |
| <input type="checkbox"/> Coastal Structures Form (Form 5) | Addition/revision of coastal structure |
| <input type="checkbox"/> Alluvial Fan Flooding Form (Form 6) | Flood control measures on alluvial fans |

Seal (Optional)

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/24/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 01/18/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider to approve of Subdivision Exemption Application by Carol Flint, in the W½ of Section 17, Township 22, Range 45 West, the 6th P.M. The request is to subdivide approximately 2 acres from the existing property of 318.51 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be a Second Subdivision. The application was approved by the Planning Commission on January 11, 2023.

Justification or Background: Applicant would like to subdivide approximately 2 acres of property, which contains two buildings, one of which is owned by her son Andy Flint. If the subdivision is approved Andy will purchase the two acres, with the buildings from applicant. Andy Flint owns the home just south of the proposed acreage that is to be subdivided.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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

Date: 12/10/2022

Carol M. Flint

Applicant's / Representative's Signature

If other than owner's signature, a letter of consent authorizing the applicant/representative to act in the owner's behalf must be included.

Property Owner: Carol M. Flint

Address: 34500 Rd 13 Lamar, Co. 81052

Telephone Number: 719-336-2169 Email: 1cflint@hotmail.com

Applicant's Representative: _____

Address: _____

Telephone Numbers: _____ Email: _____

Surveyor or Engineer: _____ Telephone: _____

Location of Subdivision:

Subdivision (1st, 2nd, etc.) 2nd

Quarter SW

Section 17 Township 22 Range 45 W or

Lot _____ Block _____ Subdivision _____

>>>>>>>> Attach Copy of Deed <<<<<<<<<<<<

Tax parcel number of property (County Assessor's Records) #8000-21-671

Current land classification as per Assessor's Records grazing

If irrigated, will water shares be allocated to the subdivided parcel? _____ Yes ☒ No

Is there a Deed of Conservation Easement attached to this property? _____ Yes ☒ No

If YES, attach copy

Proposed Use of Land agricultural

Proposed Water Source NA

Proposed Means of Sewage Disposal NA

Proposed Road Access Current

Proposed Lot Size 2 Acres

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

Prowers County Planning Commission, Chair

Michael Wilson

Dated this 11 day of January, 2023


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

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20__

Letter of Consent

We the undersigned, as owners of an interest in the property, agree to the subdivision of property
in the Subdivision Application submitted to Prowers County Land Use.


William E. Flint


Clayton B. Flint


Andrew S. Flint

20
2001

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder

WARRANTY DEED

THIS DEED, made this 22 day of April, 1998,
between Lawrence E. Flint and Carol M. Flint a/k/a Carol
Marie Flint

of the _____ County of Prowers and State of
Colorado, grantor(s) and
Lawrence E. Flint and Carol M. Flint as Tenants in
Common and not as Joint Tenants
whose legal address is 34500 County Road 13
Lamar, CO 81052

of the _____ County of Prowers and State of Colorado, grantee(s):
WITNESS, that the grantor(s), for and in consideration of the sum of _____

DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, have _____
do _____ grant, bargain, sell, convey and confirm, unto the grantee(s), _____
together with improvements, if any, situate, lying and being in the _____
State of Colorado, described as follows: _____
County of Prowers

See Exhibit "A" attached hereto and made a part hereof by reference.

480100 04/27/1998 03:00P WD
1 of 2 R 11.00 D 0.00 N 0.00 Prowers County, Co.

also known by street and number as:
assessor's schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion
and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand
whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), their
heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do
covenant, grant, bargain and agree to and with the grantee(s), their heirs and assigns, that at the time of the encasing and
delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and
indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey
the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Lawrence E. Flint
Lawrence E. Flint

Carol M. Flint a/k/a Carol Marie Flint
Carol M. Flint a/k/a Carol Marie
Flint

STATE OF COLORADO

County of PROWERS

The foregoing instrument was acknowledged before me this 22nd day of April, 1998,
by Lawrence E. Flint and Carol M. Flint a/k/a Carol Marie Flint.

Witness my hand and official seal.
My commission expires: 8/31/2001

"If in Denver, insert 'City and'."



Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

STATE DOCUMENTARY FEE
Date APR 27 1998

480100 04/27/1998 03:00P WD
2 of 2 R 11.00 D 0.00 N 0.00 Prowers County, Co.

EXHIBIT "A"

ATTACHED TO GENERAL WARRANTY DEED EXECUTED BY
LAWRENCE E. FLINT and CAROL M. FLINT a/k/a CAROL MARIE FLINT
as Grantors, to LAWRENCE E. FLINT and CAROL M. FLINT,
Grantees, dated the 22 day of April, 1998

PROWERS COUNTY, COLORADO, REAL PROPERTY:

Township 22 South, Range 45 West of the 6th P.M.:

Section 17: Southwest Quarter (SW $\frac{1}{4}$) and Northwest Quarter
(NW $\frac{1}{4}$)

Section 18: All of the property lying below the right of
way of the canal of the Amity Mutual
Irrigation Company, to-wit: South Half
Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); Northwest Quarter
Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$); and Southwest
Quarter Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$)

Township 22 South, Range 46 West of the 6th P.M.:

Section 13: Southeast Quarter (SE $\frac{1}{4}$)

Together with all water rights appurtenant thereto including but
not limited to all Amity Mutual Irrigation Company Capital Stock
and the water rights represented thereby.

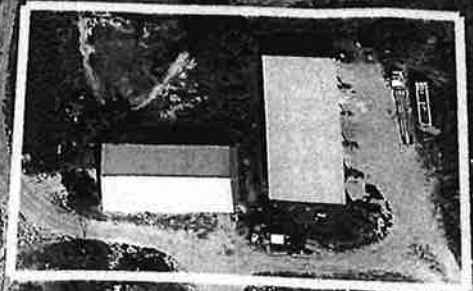
The purpose of this Deed is to convert joint tenancy property to
that of tenants in common.

*L. E.
C. M. F.*

Flint Subdivision

Write a description for your map.

Google Earth



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 01/24/2023

Submitter: Mark Westhoff and Darren Glover

Submitted to the County Administration Office on: 01/18/2023

Return Originals to: Jana Coen & Darren Glover (for Lamar Senior Citizen, Inc)

Number of originals to return to Submitter: 1 to Darren Glover

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Memorandum of Understanding Regarding Reference Commodity Distribution between Board of County Commissioners of Prowers County and Lamar Senior Citizen, Inc, to facilitate Prowers County staff and volunteers to distribute commodities for Lamar Senior Citizen, Inc. from the Community Resource Center, effective January 1, 2023 and ending December 31, 2023.

Justification or Background:

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

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

Approved by the County Attorney on: 1/10/2023

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF UNDERSTANDING REGARDING
REFERENCE COMMODITY DISTRIBUTION

This Memorandum of Understanding (this "MOU"), is entered into this ____ day of January, 2023 between the LAMAR SENIOR CITIZEN, INC. (the "Board"), whose address is _407 East Olive Street, Lamar, Colorado 81052 and THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO, whose address is 301 S. Main Street, Suite 215, Lamar, Colorado 81052 ("Prowers County"), collectively, "the Parties."

Recitals

WHEREAS, the Board utilizes the Community Resource Center (the "Center") to provide services to the residents of Prowers County; and

WHEREAS, Prowers County and the Board wishes to enter into this MOU to distribute commodities for the Board out of the Center; and

WHEREAS, Prowers County and the Board enters into this MOU, upon the terms and conditions hereinafter set forth.

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

1. SERVICES:

- (a) Prowers County staff and volunteers shall unload the Commodity and Senior Box Truck (the "Services") on the second Monday of each month at approximately 6:30 am until completed. Distribution shall be conducted at approximately 8:00 am until completed on the second Tuesday of each month (the "Distribution Day").
 - (b) No commodities shall be stored in the Community Resource Center and Senior Center past the Distribution Day.
 - (c) Any and all senior boxes remaining will be stored in the Senior's storage room off of the Sage Kitchen adjacent to the East door of the Senior Center until the next Distribution Day.
2. COST: There shall be no cost to either Prowers County or the Board for the Services.
3. TERM: This MOU becomes effective January 1, 2023 for the period of 12 months, ending December 31, 2023.
4. RENEWAL: The parties shall notify each other at least thirty (30) days prior to expiration of the MOU to renew this MOU.
5. TERMINATION: Any party may, at its sole discretion, terminate or cancel the MOU upon thirty (30) days' written notice to the other party.

GENERAL PROVISIONS:

1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.

2. All signatories have the appropriate delegation of authority to sign this MOU.
3. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
4. This MOU is not intended to create any agency or employment relationships between the Parties.
5. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
6. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

IN WITNESS WHEREOF, this MOU is executed by the Parties the day and year set forth above.

LAMAR SENIOR CITIZEN, INC.
a not-for-profit Corporation

BOARD OF COUNTY COMMISSIONERS,
PROWERS COUNTY, COLORADO

By: Albert McCorkle 1/10/13

Albert McCorkle, as President of the Board

By: _____

Ron Cook, Chair

Wendy Buxton-Andrade, Vice-Chair

Thomas Grasmick, Commissioner

ATTEST:

By: _____
Jana Coen, County Clerk

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 01/24/2023

Submitter: Mark Westhoff and Tamara Nickelson

Submitted to the County Administration Office on: 01/18/2023

Return Originals to: Jana Coen & Tamara Nickelson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of a Resolution to Transfer 2023 Revenue between Sales Tax Fund to County General Fund in the amount of \$1,500,000.00

Justification or Background: Funds listed in the 2023 Budget

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

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

Approved by the County Attorney on: 1/4/2023

Additional Approvals (if required):

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

THANK YOU!

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2023 – _____

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2023 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 15, 2022, and;

WHEREAS, the Board of County Commissioners has made provision for revenues in the various funds, and;

WHEREAS, it is sometimes necessary to transfer revenues from one fund to another, and;

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

That the following sums are hereby transferred from the revenue of each fund, to each fund:

	<u>Debit</u>	<u>Credit</u>
Sales Tax Fund ACCT #0900	\$ 1,500,000.00	
County General Fund ACCT #0010		\$ 1,500,000.00

ADOPTED this 24th day of January 2023

ATTEST:

Jana Coen, County Clerk

BOCC Chairman

BOCC Vice-Chairman

Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 1-18-2023

Submitter: Administration Office

Submitted to the County Administration Office on: 1-18-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider ratifying 1-18-2023 Email Poll approval for Payment of Bills Presented in the Amount of \$792,098.85 and approval of DHS Bills Presented in the amount of \$1,661,330.70 and \$281.56 for H3C Department.

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: January 24, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 01/05/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 2

Contract Due Date: Effective 1/1/2023

Item Title/Recommended Board Action: Environmental Health Services Agreement for Bent County, Amount \$4901.00 for 2023 services. Commissioners requested to sign.

Justification or Background: Annual agreement for PCPHE to provide EH services for Bent County

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



Public Health
Prevent Promote Protect

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

Phone: (719) 336-8721 Fax: (719) 336-9763

www.prowerscounty.net

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between Prowers County, Colorado, c/o Prowers County Public Health and Environment, and Bent County, Colorado, c/o Bent County Public Health (BCPH), by and through its Board of Health (BOH), is for the provision of services by Prowers County Public Health and Environment (PCPHE) 1001 S Main St, Lamar, CO 81052.

WITNESSETH

WHEREAS, the Colorado Department of Public Health and Environment and the State Board of Health require local public health agencies to provide certain public health services to their citizens; said services may include but are not limited to:

- *Food safety and sanitation programs
- *Water quality programs
- *Zoonosis programs
- *Housing and institutional sanitation, safety monitoring, and protection
- *Environmental compliance and community safety
- *Recreation sanitation and safety programs
- *Air quality monitoring and protection; and

WHEREAS, BCPH is interested in contracting with a qualified provider to deliver these public health services to the residents of Bent County; and

WHEREAS, PCPHE desires to provide those services to the residents of Bent County,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. TERM

This Agreement shall be in effect for the period January 1, 2023 through December 31, 2023.

2. RESPONSIBILITIES

PCPHE shall perform the required activities as outlined in the Environmental Health Services Scope of Work, included as **Exhibit 1**.

BCPH shall work collaboratively with PCPHE to ensure completion of all of the required deliverables within each scope of work.

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill BCPH a flat fee of \$4,901 for CY 2023 for approximately 58.5 hours of service for any environmental health services rendered to Bent County or its citizens. The hourly rate for the initial term of this agreement shall be \$80.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$4,901. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the Bent County Board of Health, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Bent County; these hours and activities will be documented and submitted to the BCPH semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an invoice to BCPH by February 15, 2023 in the amount of \$4,901.
- d. BCPH shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

4. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES AND INSURANCE COVERAGE

- a. In performing services under this Agreement PCPHE is acting as an independent contractor and not as an agent or employee of BCPH.
- b. As an independent contractor, PCPHE is solely liable and responsible for maintaining workers' compensation insurance which complies with statutory requirements in the State of Colorado, unemployment insurance benefits, and the withholding and payment of any and all federal, state and local taxes applicable to the receipt of funds or other consideration by BCPH under the terms of this Agreement.

5. INSURANCE

In performing services under this Agreement, PCPHE shall maintain professional liability insurance and workers' compensation insurance coverage provided by an insurance carrier licensed to do business in the State of Colorado. PCPHE shall maintain liability coverage on all PCPHE motor vehicles used in the performance of this Agreement, in amounts required by Colorado law. Appropriate certificates evidencing all such coverage's shall be provided to BCPH upon request.

6. NON-ASSIGNMENT

Neither this Agreement nor any interest therein, nor any claim thereunder, shall be assigned by PCPHE to any third person without the prior written consent of BCPH.

7. OFFICIALS NOT TO BENEFIT

No elected or employed member of either party to this Agreement shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore. PCPHE warrants that it has not retained any company or person (other than a bona fide employee working solely for PCPHE) to solicit or secure this Agreement, and that PCPHE has not paid or agreed to pay to any company or person, (other than a bona fide employee working for PCPHE), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to PCPHE. Upon learning of any breach or violation of this provision, BCPH shall have the right to terminate this Agreement.

8. EQUAL EMPLOYMENT OPPORTUNITY

PCPHE shall not refuse to hire, discharge, promote, demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age.

9. ILLEGAL ALIENS

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

10. STATUTES, REGULATIONS AND ORDINANCES

PCPHE shall observe and comply with federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or equipment used or the performance of the project and shall procure any and all necessary approvals, licenses and permits all at its own expense.

11. NON-APPROPRIATION

Payment of BCPH's obligations hereunder in the fiscal years subsequent to the Agreement period is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of the execution of this Agreement, this Agreement shall terminate. BCPH's fiscal year is the calendar year.

12. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be effected thereby and shall be enforced to the greatest extent permitted by law.

13. TERMINATION

PCPHE or BCPH may terminate this Agreement by giving 30 days notice, in writing, to the other party.

15. NOTICES

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

PCPHE - Environmental Health Representative:

Prowers County Public Health and Environment
Meagan L Hillman, PA-C, MBA, Director
Kedge Stokke, Environmental Health Specialist
1001 S Main
Lamar, CO 81052

BCPH Representative:

Bent County Public Health
701 Park Avenue
Las Animas, CO 81054

16. ENTIRE AGREEMENT

This Agreement and Exhibits constitute the entire Agreement among the partners and all other and prior Agreements among the parties relating to such subject matter are hereby cancelled and superseded in their entireties. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of,
_____, 2022, to be effective as of January 1, 2023.

PROWERS COUNTY

Chairman Board of County Commissioners

Date

BENT COUNTY



Chairman Bent County Board of Health

12-20-22

Date

EXHIBIT 1 ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK

GENERAL DESCRIPTION

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Bent County during the period beginning January 1, 2023 and ending December 31, 2023.

Upon request from Bent County, PCPHE shall provide any or all of the additional Environmental Health Services listed in Table 2.

All Environmental Health services provided by PCPHE shall be conducted in accordance with the applicable and appropriate federal, state, and local rules and regulations.

SPECIFICATIONS

1. PCPHE shall provide the service programs listed in Table 1.
2. PCPHE staff shall determine compliance with all applicable rules and regulations as required by law while conducting Environmental Health services for Bent County.
3. PCPHE shall use legally defensible state approved (or equivalent) inspection, investigation, and reporting forms as needed.
4. PCPHE shall provide semi-annual progress reports.

RECORDS AND RECORD MANAGEMENT

Bent County will collaborate with PCPHE to provide appropriate historical records and define record keeping needs. Forms identified in state regulations shall be used and/or others agreed upon by both Bent County and PCPHE. PCPHE will collaborate with Bent County to complete reports required by the Colorado Department of Public Health and Environment. PCPHE shall maintain all records and documents pertaining to the services provided under this Agreement for a period of 3-years or as required by state or Federal law and/or provide the records to Bent County for archiving. Upon the request of Bent County, PCPHE shall provide Bent County with

copies of any and all records and documents pertaining to the services provided under this contract in an electronic and/or hard copy format approved by Bent County. Prior to the disposal of any records PCPHE has in its possession, PCPHE shall provide Bent County with a thirty (30) day written notice during which time Bent County may take physical possession of same at the storage site.

ENFORCEMENT

PCPHE shall provide Bent County with a list of specific violations observed while conducting Environmental Health program services. Enforcement actions to correct those violations shall be at the discretion of Bent County.

WORK PRODUCTS

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in fulfillment of its obligations under this contract shall be the property of Bent County, who shall have sole and complete discretion regarding their use and distribution. All work products shall be delivered to Bent in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders.

TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE

Environmental Health Service Program/Work Activity	Product Output	Estimated Quantity of Products
Administration Service Work Activity	Administration Service Report	2
Program Development and Implementation Work Activity	EHS Program	1
On-sight Wastewater Treatment System (OWTS) Permit and Construction Compliance Inspection Program	Permits/Inspection Reports	Fee structure is set per County
OWTS Malfunction Investigation Program	Complaints	1
Retail Food Establishment Inspection Program	Inspection Reports	24
Child Care Facility Inspection Program	Inspection Reports	4
Public and Semi-public Pool and Spa Inspection Program	Inspection Reports	2
Public Accommodations	Inspection Reports	1
School Safety Inspection	Inspection	4

Program	Reports	
Body Art Studio Inspection Program	Inspection Reports	0
Environmental Health Service Request Response Program	Service Request Response Report	0
Adult & Child Protection	Investigation Reports	1
Zoonotic Disease	Investigation Reports	1
HCSFO/CAFO	Investigation/Inspection Reports	0
Nuisance Complaints	Investigation Reports	1

Note: The number of "reports" will be based on the actual number of occurrences or facilities in operation in 2019

TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS

AIR QUALITY

- Verification of complaints and assist the State as requested

ALL HAZARDS PLANNING

- All hazards planning (Mitigation, Response, Recovery, etc.)
- Incident command structure (ICS) support

ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY

- Illegal Dumping Investigation
- Advise BCPH and Bent County BOH regarding nuisance complaints
- Clandestine Methamphetamine Laboratory Closure Assistance
- Assist BCPH in disease investigation upon request

ENVIRONMENTAL HEALTH CONSULTING

- General Environmental Health Consulting and public information
- Adult and Child Protection environmental consulting

FOOD SAFETY AND SANITATION

- Retail Food Establishment Plan Review Program
- Retail Food Establishment Licensing Program
- Retail Food Establishment Inspection Program
- Excellence in Food Safety Training Program
- Food Borne Illness Investigation Program

INSTITUTIONAL SANITATION AND SAFETY

- Child Care Facility Inspection Program
- School Safety Inspection Program

RADON

- Indoor Air Radon Sampling and Mitigation Consulting Program

PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS

- Complaint investigations and compliance

WATER QUALITY

- On-site Wastewater Treatments System (OWTS) regulation development
- OWTS Malfunction Investigation Program

ZOONOSES

- Zoonotic Disease (Plague, Tularemia, Rabies) surveillance and investigation

Notes

1. All regulatory programs are conducted according to applicable and appropriate federal, state, and local rules and regulations.
2. All services provided meet applicable best practices standards.
3. Each program is designed to provide the essential public health services as needed.