PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
JUNE 11, 2024

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

PROWERS COUNTY ANNEX – MEZZANINE ROOM
1001 S. MAIN STREET, LAMAR, CO 81052

WORK SESSION

9:00 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

9:30 a.m. Melissa Bower, Edward Jones Financial Advisor
- Economic Incentive Request

10:00 a.m. Staffon Warn, PC Rural Fire Chief
John Brewer, Battalion Chief SE Region CO DFPC
- Review current AOP and introduce Chief Brewer

10:30 a.m. Pete Hernandez, PC Consolidated Return Mail Center Director
- CRMC update

10:45 a.m. Pete Hernandez, PC Overflow Processing Center Director
- OPC update

11:00 a.m. Discussion
- Fee Schedule Fairgrounds Rental Agreement

11:30 a.m. Meagan Hillman, Public Health Director
- SECO CMA's Salary Study

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of May 21, 2024 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.

1:10 p.m. Michelle Hiigel, Land Use Administrator

- Public Hearing Re: Concerning Amendments to 1041 Regulations related to GP Irrigated Farms, LLC and S-D Investments, LLC

Miriam McGilvray and Jennifer Gardner, Logan Simpson Consultants

- Comprehensive Plan Update

Michelle Hiigel, Land Use Administrator

- Open submitted Proposals Re: Prowers County Environmental/Permitting Consultant

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to **Part I**-Tri-State, **Part II**-CIC, and **Part III**-Coroner.

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider approval by the Prowers County Board of Commissioners/1041 Permitting Authority to approve a request by GP Irrigated Farms, LLC and S-D Investments, LLC to amend the Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest – Dry-up of certain farms under the Lamar Canal, Granada Irrigation Company Ditch (a/k/a Granada Lateral), and X-Y Canal, as a matter of state interest.

2. Consider approval of Proposal submitted for Prowers County Environmental/Permitting Consultant.

3. Consider ratifying 5-31-2024 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay – May 2024 and authorizing the use of Chairman Ron Cook's signature stamp.

4. Consider approval of General Agreement/Memorandum of Agreement/Understanding Between the UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AMACHE NATIONAL HISTORIC SITE AND PROWERS COUNTY, COLORADO related to Mutual Firefighting Assistance at Amache National Historic Site and authorizing Chairman Ron Cook to execute the Agreement.

5. Consider ratifying 5-21-2024 verbal poll approval of a Lease and County Addendum, leasing Prowers County LAWMA Water Shares to East Prowers Cemetery District, eight (8) shares at the rate of $45.00 per share, total amount $360.00.

6. Consider ratifying 4-8-2024 email poll approval of Contract Amendment #3, 25 IBEH 189013 to original Contract # 23 IBEH 174474 in the amount of $1,665,000.00 for SFY 2024 & 2025, regarding Jail Based Behavioral Health Services, expiration date June 30, 2025 and authorizing Sheriff Sam Zordel to execute the Contract electronically.

7. Consider ratifying 5-21-2024 verbal poll approval of a Letter of Support sent to Otero County Board of Commissioners in support of Otero County and the Southeastern Colorado Water Conservancy District (SECWCD) in protecting the future of agricultural water ownerships in the Arkansas River Basin.

8. Consider ratifying 5-22-2024 email poll approval of AP Certification-County General, presented in the amount of $32,569.71 with a certification date of 5-24-2024 and authorizing the use of the Commissioner's signature stamps.

9. Consider approval of School Health Services Memorandum of Agreement with Granada School District, total amount $13,607.83 for nursing services: August 1, 2024 – May 31, 2025 and authorizing Public Health Director Meagan Hillman to execute the Agreement.

10. Consider approval of School Health Services Memorandum of Agreement with Eads School District, total cost amount $13,347.59 for nursing services: August 1, 2024 – May 31, 2025 and authorizing Public Health Director Meagan Hillman to execute the Agreement.

11. Consider approval of Contract Amendment #3 25 IHGA 191189 to Original Contract Number 21 IHGA 1688502023-2024 between Prowers County Department of Human Services and the Colorado Department of Human Services for Services with TALX Corporation, a provider of Equifax Verification Services for the use of The Work Number for contracted dates of 7/1/24 – 6/30/25 in the amount of $34,750.80 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contract electronically.

12. Consider approval of Task Order Contract Number 23 FAA 00042, 2025*0139 in the amount of $43,409.00, July 1, 2024 – June 30, 2025 for OPHP Cor Funding and authorizing Public Health Director Meagan Hillman to execute the Contract electronically.

13. Consider approval of Task Order and Contract Amendment Number #2, Original Number 23 FAA 00042, 2023*0044 in the amount of $178,294.00, expiration date June 30, 2025 for OPHP Cor Funding and authorizing Public Health Director Meagan Hillman to execute the Contract electronically.

14. Consider approval of Contract Amendment #2, Original Contract Number 2024*0049, Amendment Number #2, 2025*0045 in the amount of $81,089.00 for Immunization funding and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.

15. Consider approval of CMS#: 25 IHFA 191027 Between Prowers County Department of Human Services and the Colorado Department of Human Services for the Operation of the Hotline County Connection Center for the 2025 State Fiscal Year in the amount of $1,148,162.64 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contract electronically.

16. Consider ratifying 5-28-2024 email poll approval for County General Fund, Fringe, and A/P for payment of bills presented in the amount of $902,575.23, Department of Human Services Payroll, Fringe and A/P for a total of $259,028.26, and H3C Payroll, Fringe, and A/P for a total of $114,500.58 with a Certification date of May 29, 2024 and authorizing the use of the Commissioner's signature stamps.

17. Consider ratifying 5-30-2024 email poll approval of 2024 Mini-Grant Three Way Agreement between Colorado Department of Local Affairs, Southeast Council of Governments, and Prowers County for a budget amount of $10,000 related to an Outdoor Sign placed at the Prowers County Annex Building.

18. Consider approval of accepting 2024 – 2026 CSBG, Intergovernmental Agreement, CMS #187987, total Grant Amount $27,250, expiration date September 30, 2027, including Option Letter #3 for Prowers Area Transit Department.

19. Consider approval of Contract Amendment #2, original contract number 2023*0329 in the amount of $199,994.00, expiration date June 30, 2025 for the URHN Grant and authorizing Public Health Director, Meagan Hillman to execute the Contract Amendment #2 electronically.

20. Consider ratifying June 5, 2024 email poll approval of letter of support for Signal Behavioral Health Network.

21. Consider ratifying June 5, 2024 email poll approval of letter of support for Southern Colorado Harm Reduction Association.

22. Consider approval of Software as a Service Agreement and relevant addenda between Tyler Technologies Inc, and Prowers County for Administration, Treasurer, and Assessor software, training, and transition services, effective October 1, 2024 with annual renewals, totaling $349,036 for the first year and $117,334 for the following year, and authorizing BOCC Chair to execute the document.

23. Consider approval of letter of support for Southeast Colorado Regional Housing Authority (SECHRA) and Crowley County for a Prop 123 Local Planning Capacity Grant through DOLA.

24. Consider approval of a Letter of Intent to partner with Kit Carson County for the Colorado WIC Program and authorizing Public Health Director, Meagan Hillman to execute the Letter.

PREVIOUSLY TABLED ACTION ITEMS:

1. None

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

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

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/11/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 5/21/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: N/A

Contract Due Date: N/A

Item Title/Recommended Board Action:
Consider approval by the Prowers County Board of Commissioners/1041 Permitting Authority to approve a request by GP Irrigated Farms, LLC and S-D Investments, LLC to amend the Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest – Dry-up of certain farms under the Lamar Canal, Granada Irrigation Company Ditch (a/k/a Granada Lateral), and X-Y Canal, as a matter of state interest.

Justification or Background: Public Hearing to consider approval of a request to amend the current Guidelines and Regulations for Areas and Activities of State Interest County of Prowers State of Colorado Permit (1041 Permit). Applicant is requesting exempted corners be removed and the current financial security be reduced to reflect the decrease in number of acres in current permit.

Fiscal Impact: N/A

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: 06/11/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 05/15/2024

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 Proposal submitted to Prowers County Environmental/Permitting Consultant.

Justification or Background:
Selection of Environmental/Permitting Consultant Request for Proposal.

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: 6-11-2024

Submitter: Gary Harbert, Veteran's Officer

Submitted to the County Administration Office on: email poll 5-31-2024

Return Originals to: 1 Original BOCC, 1 Original to Veteran's Office

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider ratifying 5-31-2024 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay – May 2024 and authorizing the use of Chairman Ron Cook's signature stamp.

Justification or Background:

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

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

Approved by the County Attorney on:

Colorado Division of Veterans Affairs

County Veterans Service Officer Monthly Report and Pay Request

State Fiscal Year 2023-2024

County: PROWERS

Month: MAY 2024

In compliance with C.R.S. § 28-5-707 and for the purposes of semiannual payment, we hereby certify that 185 hours have been worked by accredited veterans service officers and assistants in the month stated above.

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

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

Telephone Calls	130
Emails	122
Appointments	38
Outreach Events	1
Total Served	291

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

Gary Harlan

County Veterans Service Officer

5/31/2024

Date

Lon Cook

County Commissioner or Designee

5/31/2024

Date

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

Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-24

Submitter: Staffon Warn, Rural Fire Chief

Submitted to the County Administration Office on: 5-18-24

Return Originals to: Staffon Warn

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider approval of General Agreement/Memorandum of Agreement/Understanding Between the UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AMACHE NATIONAL HISTORIC SITE AND PROWERS COUNTY, COLORADO related to Mutual Firefighting Assistance at Amache National Historic Site and authorizing Chairman Ron Cook to execute the Agreement.

Justification or Background: [Brief overview for the Commissioners]
Agreement to provide fire protection for Camp Amache since they do not have fire protection available on site.

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!

General Agreement/Memorandum of Agreement/Understanding
Between the
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AMACHE NATIONAL HISTORIC SITE
AND
PROWERS COUNTY, COLORADO

Project Title: Mutual Firefighting Assistance Agreement

Project Location: Amache National Historic Site

Completion Date: Five Years after Final Signature

This Agreement is entered into by the U.S. Department of the Interior (USDOI), National Park Service (NPS), Amache National Historic Site (Park) and the Prowers County Rural Fire Protection Department through the Board of County Commissioners of Prowers County (Department). Throughout this agreement, the USDOI, NPS, Park, and the Department may be jointly referred to as the "Parties." The purpose of this agreement is to establish the terms and conditions under which the Parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, vehicular fires, hazardous materials incidents, and wildfires in the Amache National Historic Site.

ARTICLE I – LEGAL AUTHORITY

A. NPS

The NPS Organic Act, 54 U.S.C. §§ 100101, et seq., authorizes the NPS to promote and regulate the use of the National Park System by such means and measures as to conform to the fundamental purpose of the System units, which purpose is to conserve the scenery and the natural and historic objects and wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

1. 42 U.S.C. § 1856a (a).

Reciprocal Fire Protection Agreements - Effective January 3, 2012, each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

2. 54 U.S.C. § 102711.

Provides that the Secretary of the Interior "may use applicable appropriations for the System to render emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes ... " outside the National Park System.

3. In carrying out responsibilities following: DOI Departmental Manual- Safety Management Part 485, Chapter 19-Fire Safety, Director' s Order 58: Structural Fire Management, Director's Order 18: Wildland Fire Management, NPS Reference pursuant to the authorities referenced above, the NPS must comport with applicable law and the requirements and restrictions articulated in applicable policy and guidance including, without limitation, the NPS Reference Manual 58: Structural Fire Management, and NPS Reference Manual 18- Wildland Fire Management.

Now, therefore, the Parties agree as follows:

ARTICLE II – STATEMENT OF WORK

A. The Department will:

1. Upon the Park's request, to dispatch personnel and firefighting equipment to wildland fires within the Park and prescribed fires managed under the Park's jurisdiction.
2. Upon the Park's request, to assist the Park in search and rescue operations, wildland fire and emergency training, and other actions affecting public health and safety within the Park.
3. Allow the Park to monitor and use radio frequencies assigned to the Department for the purpose of carrying out the actions covered by the agreement.

B. The Park will:

1. Upon the Department's request, dispatch its personnel and firefighting equipment to prescribed and wildland fires within the Department's jurisdiction. The Park also shall automatically dispatch personnel and firefighting equipment to all wildland fires in proximity to the Park's boundaries that are deemed to be a threat to the Park's resources.
2. Upon the Department's request, assist the Department in search and rescue operations, removal of storm damage (to the point of restoring the main travel routes for emergency traffic), wildland fire and emergency training, or other actions affecting public health or safety within the Department's area of responsibility.
3. Allow the Department to monitor and use radio frequencies assigned to the Park for the purpose of carrying out the actions covered by the agreement.

C. The Department and Park, shall:

1. Bear its own costs in providing firefighting assistance pursuant to this Agreement.
2. Provide the necessary tools and equipment for its personnel.
3. Furnish the other party with a roster of personnel and equipment available for situations covered by this Agreement, and with locations of equipment, phone numbers, and radio call signs.
4. Cooperate in on-site training programs whenever practical and mutually beneficial.

D. Each and every provision of this agreement is subject to the laws of the United States of America and the State of Colorado, and to the limits of each party's lawful authority thereunder.

ARTICLE III – TERM OF AGREEMENT

This Agreement shall become effective on completion of the final authorizing signature and extend through December 31, 2029, unless it is terminated earlier by one of the parties pursuant to Article VI that follows.

ARTICLE IV – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the Park:**
   a. Signatory: Eric Leonard

      Superintendent, High Plains Group

b. Key Official: Chris Mather

Site Manager, Amache National Historic Site

35110 Highway 194 East

La Junta, Colorado, 81050-9523

(719) 383-5010

2. **For the Department:**

a. Signatory: Ron Cook

Chair – Board of County Commissioners, Prowers County, Colorado

b. Key Officials: Staffon Warn

County Emergency Services Coordinator, Prowers County

Fire Chief, Prowers County Rural Fire Protection Department

300 E. Poplar Street

Lamar, Colorado 81052

(719) 336-3000

B. **Communications.** The parties shall address any communication regarding this Agreement to the Key Officials.

C. **Changes in Key Officials.** Except for the Board of County Commissioners of Union County, who are elected and are subject to term limits provided by Law, no party may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by amendment of this Agreement.

ARTICLE V – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by all parties.

B. Any party may terminate their partnership in this Agreement by providing Eric Leonard with 30 days advance written notice. If one party provides the NPS with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE VI – [Reserved]

ARTICLE VII – REPORTS AND OTHER DELIVERABLES

Upon request and to the extent permitted by applicable law, the parties shall share with each other final reports involving both parties.

ARTICLE VIII – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use.

ARTICLE IX – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

2. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

3. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum more than appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

6. **Agency.** The Department is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Department represent itself as such to third parties. NPS employees are not agents of the Department and will not act on behalf of the Department.

7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Department or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

8. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or

contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

9. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
10. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
11. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Department or its representatives. No representative of Department shall perform any function or make any decision properly reserved by law or policy to the Federal government.
12. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and the Department. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
13. **Freedom of Information Act.** Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.
14. **Liability**. The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.
15. **Waiver**. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
16. **Compliance with Applicable Laws.** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

B. **Special Provisions**

1. **Public Information and Endorsements.**
    a. Department shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Department represents. No release of information relating to this award may state

or imply that the Government approves of the Department's work products or considers the Department's work product to be superior to other products or services.

b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

c. Department must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

d. Department further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights in Data.** The Department must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Department, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

4. **Seat Belt Provision.** In accordance with Executive Order 13043, "Increasing Seat Belt Use in the United States" (signed April 18, 1997), as amended by Executive Order 13652 (signed September 30, 2013), the Department is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE COUNTY OF PROWERS, COLORADO

_____ _____
Name: RON COOK Date
Title: CHAIR, PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS

Attest:

_____
Name: JANA COEN
County Clerk

FOR THE NATIONAL PARK SERVICE (AMACHE NATIONAL HISTORIC SITE)

_____ _____
Name: ERIC LEONARD Date
Title: SUPERINTENDENT

REGIONAL DIRECTOR

_____ _____
Name: KATE HAMMOND Date

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-2024

Submitter: Mark Westhoff, County Administrator

Submitted to the County Administration Office on: 5-21-2024

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider ratifying 5-21-2024 verbal poll approval of a Lease and County Addendum, leasing Prowers County LAWMA Water Shares to East Prowers Cemetery District, eight (8) shares at the rate of $45.00 per share, total amount $360.00

Justification or Background:
Annual Lease of Prowers County LAWMA Shares.

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):

LEASE OF PROWERS COUNTY LAWMA SHARES

This certifies that the East Prowers Cemetery District Board of Directors (hereinafter referred to as "Cemetery District") agrees to lease eight (8) shares of Prowers County's LAWMA stock for the 2024 year from Prowers County, hereinafter referred to as "Prowers County" at the rate of $45.00 per share. Prowers County will invoice the Cemetery District for the total amount due ($360.00).

Prowers County understands that because these shares are leased, then Prowers County's allowable pumping will be decreased for this water year. Prowers County and the Cemetery District understand that this lease is subject to current LAWMA lease policies and also must be approved by the LAWMA Board of Directors and the Division Engineer's Office before the Cemetery District receives the additional allowable pumping and Prowers County's pumping limit is reduced. Prowers County and the Cemetery District understand that the approval process can take some time and may not be approved at all and Prowers County has so informed the Cemetery District. It is also possible that the Division Engineer may move to curtail pumping at any time due to circumstances that are beyond LAWMA's control and Prowers County has so informed the Cemetery District.

The attached Addendum is also approved by Prowers County and the Cemetery District.

PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS

Ron Cook

Ron Cook, Chairman

5-21-2024

Date

EAST PROWERS CEMETERY DISTRICT BOARD

Judy Dorenkamp

Judy Dorenkamp, President

5-13-2024

Date

ADDENDUM TO
LEASE OF PROWERS COUNTY LAWMA SHARES (2024)
COMPANY – EAST PROWERS CEMETERY DISTRICT
PROWERS COUNTY – PROWERS COUNTY, COLORADO

Additional provisions:

1. 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.

2. ASSIGNMENT: Company may not assign this contract without the written consent of Prowers County.

3. VENUE: Jurisdiction for any dispute under this Lease shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury, and the Court shall award to Prowers County, if it is the substantially prevailing party, its attorney's fees, expert witness fess, court costs, and any other litigation expenses.

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

5. PUBLIC RECORD: In the event Prowers County receives a public records demand for copies of documents which the Lease provides are confidential, or are otherwise subject to non-disclosure, Prowers County shall give written notice to Company. Company shall notify Prowers County in writing within three days of notification if any documents requested as 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 advises Prowers County not to disclose such records.

6. INDEMNIFICATION: Company shall indemnify, save, and hold harmless Prowers County against any and all claims, damages, liability, and court awards including costs, expenses, and attorney's fees incurred as a result of any act or omission by the Company, or its employees, agents, officers and representatives.

7. DEFAULT: In the event of a default, the defaulting party shall have fifteen (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.

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

9. 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 Lease 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 Lease, 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 Lease to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Lease.

10. GOVERNMENTAL IMMUNITY: Notwithstanding any other provision of this Lease to the contrary, no term or provision of this Lease shall be construed or interpreted as a limitation to or waiver by Prowers County of any applicable provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as now or hereafter amended, §24-30-1501, *et seq.*, C.R.S., as now or hereafter amended, and any other immunity statute. Any provisions of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of Prowers County as provided by said laws.

11. NO THIRD PARTY BENEFICIARY INTENDED: No provision in this Lease is intended or shall create any rights with respect to the subject matter of this Lease in any third party. This Lease shall be construed to benefit of Prowers County and Company, and shall not be construed to create third party beneficiary rights in any other party. No person not a party to this Lease is an intended beneficiary of this Lease, and no person not a party to this Lease shall have any right to enforce any term of this Lease.

12. BINDING EFFECT. This Lease is binding upon the parties and their respective successors and permitted assigns. This Lease is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. This Addendum will be incorporated into the Lease and enforced as written. In the event of any conflict with the provisions of the main Lease, the provisions of this Addendum will control.

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

By Ron Cook
Ron Cook, Chairman

Date Signed: 5-21, 2024

EAST PROWERS CEMETERY DISTRICT BOARD

By Judy Dorenkamp
Judy Dorenkamp, President

Date Signed: 5-13-2024, 2024

Attest:

By Jana Coen
Jana Coen, County Clerk

Date Signed: 5-21-, 2024

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-2024

Submitter: Sheriff Sam Zordel

Submitted to the County Administration Office on: 5-21-2024

Return Originals to: Jana Coen

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:
Consider ratifying 4-8-2024 email poll approval of Contract Amendment #3, 25 IBEH 189013 to original Contract # 23 IBEH 174474 in the amount of $1,665,000.00 for SFY 2024 & 2025, regarding Jail Based Behavioral Health Services, expiration date June 30, 2025 and authorizing Sheriff Sam Zordel to execute the Contract electronically.

Justification or Background:
Email poll approved by BOCC on 4-8-2024

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):

DocuSign Envelope ID: 164E0BB7-C85D-4846-8A95-3095F3488CD5

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 23 IBEH 174474
Contractor Prowers County Colorado for the use and benefit of Prowers County Sheriff's Department	**Amendment Contract Number** 25 IBEH 189013
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 $816,623.00 Extension Terms State Fiscal Year 2024 $850,000.00 State Fiscal Year 2025 $815,000.00 Total for All State Fiscal Years $2,481,623.00	**Contract Performance Beginning Date** July 1, 2022 **Current Contract Expiration Date** June 30, 2025

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	STATE OF COLORADO
Prowers County Colorado for the use and benefit of Prowers County Sheriff's Department	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
DocuSigned by: F3C42862F57E4FF... By: Sam Zordel, Sheriff	DocuSigned by: C8451F937C9842D... By: Dannette R. Smith, Commissioner, Behavioral Health Administration
Date: 5/13/2024	Date: 5/16/2024

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

DocuSigned by:
D2A31DEB619C416...
By: Toni Williamson / Telly Belton

Amendment Effective Date: 5/20/2024

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 or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Prowers County jail.

The purpose of this amendment is to update and replace the following exhibits with the most current versions for Fiscal Year 2025 contract extension and renewal: Exhibit A-2, Statement of Work, the Exhibit B-2, Budget, and the Exhibit C-1, Miscellaneous Provisions.

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. REPLACE Exhibit A-2, Statement of Work with Exhibit A-3, Statement of Work, attached and incorporated by reference.

D. ADD Exhibit B-3, Budget, attached and incorporated by reference.

E. REPLACE Exhibit C-1, Miscellaneous Provisions, with Exhibit C-2, Miscellaneous Provisions, attached and incorporated by reference.

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 164E0BB7-C85D-4846-8A95-3095F3488CD5

Exhibit A-3 - Statement of Work
Jail Based Behavioral Health Services (JBBS)
FY25

Definitions and Acronyms

The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

"Agonists" Opioid agonists such as methadone or buprenorphine are therapeutic drugs used for the management of opioid dependence. In clinical practice, they are used for opioid agonist maintenance therapy or withdrawal management. An agonist is a drug that activates certain receptors in the brain. Full agonist opioids activate the opioid receptors in the brain fully resulting in the full opioid effect.
"Antagonists" An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them. Antagonists cause no opioid effect and block full agonist opioids. Examples are naltrexone and naloxone.
"Behavioral Health Administration" The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.
"Bridges Program/Court Liaison" means an individual employed or contracted with the State Court Administrator's Office (SCAO) to implement and administer a program that identifies And dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.
https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridges
"Case Manager" assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness.
"Certified Addiction Specialist" - **CAS** (Formerly CAC II & III) requires a Bachelor's degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.
"Certified Addition Technician" - CAT (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.
"Critical Incidents" means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

"Forensic Navigators" are not case managers, clinicians, or involved in community supervision. The Navigators act as case coordinators, working to ensure that all internal and external stakeholders have access to up-to-date client information. In collaboration with stakeholders, the Navigators help to ensure that services are being delivered to clients in an appropriate and effective manner.

"GAIN" is the Global Appraisal of Individual Needs Assessment

"LAC", or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addictions profession.

"LCSW", or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

"LMFT", or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

"LPC", or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

"Long Acting Injectable (LAI)" is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

"Memorandum of Understanding", or MOU, means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

"Partial Agonists" Partial agonist opioids activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist. An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them.

"Regional Accountable Entity" is responsible for building networks of providers, monitoring data and coordinating members' physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

"Screening Tools" are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, brain injuries or substance use.

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.
B: Budget - outline of the projected cost/expenses of the project.
C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.
D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

PART ONE - GENERAL PROVISIONS
Article 1
General Administration

1.1 Overall Goal. The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served.
1.2 Participation / Catchments. County Sheriff's may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. It is the recommendation of the BHA that each county has their own contract. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of Exhibit C, Miscellaneous Provisions, Section II.
1.3 Program Administrator. The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us
BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, Round Tables and Learning Communities, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.
1.4 JBBS Program Coordination Group. The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic program coordination group

meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary.
The Program Coordination Group shall:
a. Oversee program implementation
b. Make training recommendations
c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work
d. Ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected
e. Resolve ongoing challenges to program effectiveness
f. Inform agency leaders and other policymakers of program costs, developments, and progress
g. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision
h. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program Coordination Group
i. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

1.5 Subcontractors. The JBBS Program requires a subcontract or an MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.6 Audits. As a participant in the JBBS program, participation in regular audits may be required. Clinical and financial documentation shall be made available when requested for onsite or virtual review by the Behavioral Health Administration, in addition to the location(s) where treatment services are being provided.

1.7 Recovery Support Services. SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

1.8 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at https://thinkculturalhealth.hhs.gov/clas/standards
The Contractor shall also make reasonable accommodations to meet the needs of Individuals who are physically challenged, deaf or hearing impaired, or blind.

1.9 Medication Consistency. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF. If requested by the BHA, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available

on the HCPF Website at https://hcpf.colorado.gov/pharmacy-resources. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See Exhibit B, Budget and Rate Schedule for a list of covered medications.

1.10 JBBS Crisis Intervention It is allowable for JBBS providers, while working in the jail during their shift to support therapeutic mental health interventions (including crisis services) when they occur. This should not interfere with current JBBS services that are actively being administered, but in the event that an individual is experiencing a crisis.

Article 2
Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum. The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, Exhibit D of this Contract.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit D of this Contract.

b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

2.3 Information Sharing. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

2.4 Additional Measures. The Contractor shall agree to the following additional privacy measures:

a. Safeguards. The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The

Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement. It is recommended that each participating jail have a universal release of information (ROI) for JBBS clients to sign to ensure appropriate continuity of care.

Article 3
Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. See Exhibit B, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard. Documentation of all monthly expenses is required to be submitted along with the invoice each month.

3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to cdhs_BHApayment@state.co.us by the 20th of the following month.

3.3 Procurement Card. BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement Cards.

3.4 Proportional Reduction of Funds. The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

3.5 Fiscal Agent County Responsibilities. Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

3.6 Other Financial Provisions, including invoicing instructions can be found in Exhibit C, Miscellaneous Provisions.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1
Purpose and Target Population

1.1 Purpose. The goal of the Jail Based Behavioral Health Services (JBBS) Program is to support County Sheriff's in providing screening, assessment and treatment for offenders with

substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2
Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.

b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).

c. Contractor shall implement policies and procedures on how the subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.

e. Each individual's treatment / transition plan shall incorporate:

i. Summary of the continuum of services offered to individuals based on evidence based curricula.

ii. Frequency and duration of services offered.

iii. Description of how services are divided if an individual's treatment will be provided by more than one treatment provider/agency.

iv. The individual's natural communities, family support, and pro-social support.

Article 3
Standards & Requirements

3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund

legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:
a. Alcohol and drug screening, assessment, and evaluation.
b. Alcohol and drug testing.
c. Treatment for assessed substance abuse and co-occurring disorders.
d. Recovery support services.
The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.
3.2 Level of Program Care. Services offered by the Contractor hereunder shall meet ASAM Level 1.

Article 4
Data Reporting

4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the Civicore JBBS database or other database as prescribed by BHA:
a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed and results thereof.
b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
c. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
d. Number of individuals who successfully transition to community based services upon release.
e. Program discharge outcomes and treatment status in the community after discharge.
4.2 The Contractor agrees to respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issue. The Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's database access will need to be deactivated.

Article 5
Performance Measures

5.1 Performance Measures.
a. Transition Tracking Outcomes. The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual's treatment status shall be recorded in the CiviCore JBBS database

or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:

i. Deceased – In the event of death of the individual post-release.
ii. In Treatment – Individual is engaged in community based treatment services as recommended in the transition plan.
iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
v. Not in Treatment – Individual is reported by the community based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
vi. Status Unknown – Individual cannot be located.
vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.

b. Recidivism. JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:

i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
ii. "Recidivism" is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

Article 6
Deliverables

6.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

Article 1
Purpose & Target Population

1.1 Purpose. The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition

case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2023, there are JBBS programs in 48 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other BHCounty Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low cost services in the community.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2
Activities & Services

2.1 Services. It is best practice that all jails should be utilizing evidence-based screening

tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).

c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.

d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.

e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

f. Complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a minimum of every three months thereafter, to track progress. Other site-specific tools may also be utilized in addition to the GAIN.

2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.

b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3
Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider(s)/individual(s) must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FOUR - PRE-SENTENCE REENTRY COORDINATOR SERVICES

Article 1
Purpose & Target Population

1.1 Purpose. In July 2019, the Behavioral Health Administration (BHA) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

The intention of this position is to work to enhance and improve care coordination for individuals in county jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful, long term interventions by behavioral health treatment staff. This position is responsible for facilitating communication and collaboration between judicial and behavioral health systems.

1.2 Target Population. Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer (three or more arrests in a year).

Article 2
Activities & Services

2.1 JBBS Pre-Sentence Reentry Coordinator Services. The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce

the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

a. Behavioral Health Screening: The Contractor shall coordinate with the existing jail processes to identify the population that will have a shorter length of stay within the jail and who screen positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.

b. High Jail Utilizers: The Contractor shall identify individuals that have three or more arrests in the past year, and shall be a priority population to receive services to target the needs.

c. Brief Intake Assessment. The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. BHA recommends using the Risk Need Responsivity Model https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf

d. Open Referral Process. The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed or certified behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-Sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.

e. Intervention/Therapy. The Contractor shall offer brief intervention and/or therapy to inmates as necessary.

f. Coordinate Referral Information. The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments.

2.2 Service Provision.

a. A report of high jail utilizers should be run every five to seven days. Based on this list, JBBS staff should review those who would not qualify for pre-sentence reentry coordination services. This could include, but is not limited to, Department of Corrections holds, out of county warrants, serious violent crimes.

b. Once that list is reviewed, the PSC should meet with those individuals to identify their needs. The BHA recommends using the Risk-Need Responsivity Simulation Tool. https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf

c. Based on the information gathered through this tool (and other information where applicable), the presentence coordinator should be creating a discharge packet that should be given to the individual upon their release.

d. A discharge plan should include (but is not limited to) referral/resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.

e. If the individual wants their discharge plan shared with any of the referral community agencies, they will need to sign a release of information.

f. If an individual is sentenced, it is expected that the presentence coordinator helps them with appointments in the community prior to their release. This can also include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment

programs. If a client reports opiate use, they should be referred to medical for the appropriate MAT services.
g. Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.
2.3 Data Accessibility. The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS) in order to target the high jail utilizers.
2.4 Data Entry. All discharge plans/notes are entered under the services tab as "Community Resources and Access". Any additional follow up should be entered under the services tab utilizing the drop down option that most closely represents what services are being provided.

Article 3
Deliverables

3.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FIVE - MEDICATION ASSISTED TREATMENT

Article 1
Purpose & Target Population

1.1 Purpose. Treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl/Carfentanil related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-Assisted Treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.
1.2 Target Population. Adults 18 years of age and older, residing in county jail(s).

Article 2
Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility. Technical assistance includes development and implementation of medication-assisted treatment, approval of prescribers by the United States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services. The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists,

partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, must be given a choice concerning what medication is prescribed, based on the facility's medication formulary. The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information. Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to the assigned JBBS Program Manage prior to MAT services being provided.

b. Identify program appropriate individuals via evidence based screening.

c. Link persons with a community based clinical care provider.

d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.

e. Provide patient education surrounding SUD and the types of treatment available in their community.

f. Develop and routinely review individualized treatment plans.

g. Have fentanyl related considerations for withdrawal management.

h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

2.2 Allowable Expenses. The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the "medications" section in Exhibit B.\

a. Fee for service agreements with Contractors for treatment, medical staff, and medications.

b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.

c. DEA licensing services.

d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.

e. Facility and equipment upgrades related to MAT, per JBBS program manager approval.

f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.

g. Technical assistance.

h. Training services for jail staff as it relates to MAT.

i. Consultation services for jail staff and community providers as it relates to MAT.

j. Advertising, marketing or public relation services regarding MAT services.

k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.

l. Translation services for those receiving MAT services when needed.

m. Delivery of MAT medications.

n. Community re-entry services as related to MAT services.

Article 3
Standards and Requirements

3.1 Program Policies and Plans.
a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Six, Article 1.5.
b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.
C. Jails are expected to provide a plan to the BHA by December 31, 2024 detailing the sustainability of their respective MAT programs beyond the fiscal year or when funds are fully expended. This plan should include how they will continue to provide MAT services and funding source. Counties are encouraged to use county funding available from a settlement or damage award from opiate-related litigation to support jails in complying with the requirements of this section.
3.2 License Requirements.
a. Providers licensed as an Opioid Treatment Program (OTP) shall adhere to various elements and sections of 2 CCR 502-1 Behavioral Health Rules including but not limited to 21.320 Opioid Treatment Programs (OTP) and 21.300 Licensing of Substance Use Disorder Programs Using Controlled Substances.
b. All BHA-licensed agencies (including OTPs) storing and dispensing from stock controlled substances for the purpose of treating a substance use disorder or withdrawal from a substances use disorder shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.
3.3 Level of Program/Care. OTPs seeking a Controlled Substance License must also apply for approval to operate as a Behavioral Health Entity (BHE), identifying which ASAM level of care they will choose to operate at and follow BHA regulatory guidelines that define that level of care within 2 CCR 502-1.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART SIX - JBBS PROGRAM DELIVERABLES
Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB August 1, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL:
https://fw.civicore.com/jbbhs or another data system as prescribed by BHA.

All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

d. Data Entry shall include:

i. Basic individual demographic and working diagnosis information.

ii. Booking date (date that the individual was booked into jail).

iii. Screening date and results

iv. Admission date (date that individual began receiving JBBS services).

v. Individual-level services provided (date of service, type of service, duration of service, and any additional information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).

vi. Date, duration, and participants who attended for treatment or case management group sessions.

vii. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.

viii. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

ix: The contractor shall utilize the *Health Information Exchange* platform (if available in the jail) that serves to provide an additional relevant source of longitudinal health data that can inform & support better treatment options, coordination of care and a better understanding of the whole health of each individual so they can provide the safest and most effective treatment recommendations.

e. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

i. Encounters are due by the last business day of each month for all services provided during the previous month.

ii. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.

iii. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services. See the latest version of the Finance & Data Protocol Protocol #1 Special Studies Codes and Eligibility for more details: https://www.google.com/url?q=https://bha.colorado.gov/sites/bha/files/documents/FINAL%2520Protocol%25201%2520Amendment%25208%2520SSCs%2520and%2520Eligibility%2520October%25202022%2520%25281%2529_0.pdf&sa=D&source=docs&ust=1709671223916104&usg=AOvVaw0TLJg4bpMoZBfrGf6F2lNE

f. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

g. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client is documented and shared with the Behavioral Health Administration via an encrypted email to cdhs_ci_bha@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

i. Date and time of incident.
ii. Location of the incident.
iii. The nature of the incident.
iv. How the incident was resolved.
v. Name[s] of staff present.
vi. Whether the incident resulted in any physical harm to the participant or any staff.

h. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of all subcontracts between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

i. Site Visits. The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

j. Monthly Contract Monitoring Tool. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.

k. Plan of Action. Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, may be asked to submit a plan of action to improve program performance for the current or following fiscal year.

l. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhapayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting financial documentation is also required to be submitted along with the invoice.

m. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

n. Behavioral Health Screenings:

i. Individuals involved in the JBBS program are required to complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment.

1.2 Additional Deliverables Related to Jail Medication-Assisted Treatment

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not deliver any part of these deliverables, Contractor shall submit a report detailing the barrier(s) Contractor is experiencing that have prevented the service delivery. Describe the capacity or efforts needed to get the jail into compliance, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

d. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a MAT work plan describing how the funds will be used.

e. Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of the proposed soft cap must be approved in advance in writing by the BHA JBBS Program Manager.

f. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

g. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part Six, Table 1, page 19. Data shall be entered in the JBBS (Civicore) database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

h. Medication Compliance - Number of individuals who have engaged in MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings.

Table 1

Below is the deliverables table required by BHA for each JBBS related service.

Program	Deliverable	Due Date	Responsible Party	Deliver to
All	Send BHA copies of all proposed subcontracts	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Provide work plan	With budget submission	Contractor	cdhs_jbbs@state.co.us
All	Submit BHA invoice & supporting financial documents	By the 20th of the following month	Contractor	cdhs_obhpayment@state.co.us
All	Report critical incidents	Within 24 hours of incident	Contractor	cdhs_ci_obh@state.co.us
All	Provide JBBS annual report	8/1/25	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	Ongoing / As Needed	BHA	Locations TBD

All	Contract Monitoring Tool	Ongoing, by the 20th of each month for all services provided during the previous month	Contractor	JBBS Program Manager
All	Program specific data	Ongoing	Contractor or designated subcontractor	Civicore database
All	Workgroup attendance	Ongoing	Contractor, subcontractors, clinicians	Virtual formats - invites will be provided by JBBS program managers
MAT	Provide jail MAT program policies and procedures	Prior to MAT services being provided	Contractor	cdhs_jbbs@state.co.us

JBBS Work Plan

1. Identify the Project Name, Purpose and Timeline
    i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, or JBBS/Medication Assisted Treatment (MAT).
    ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
    iii. The Timeline will be July 1, 2024 - June 30, 2025

2. Put Your Work Plan Into Context
    i. This should include an introduction and background of the facility's JBBS program.
    ii. Write an introduction and background to better outline why you need this project to happen - Creating context and establishing the problem, helps explain why you need the solution. Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc…
    iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc…
    iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

3. Establish Your Goals and Objectives. Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:
    i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
    ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
    iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
    iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
    v. What security protocol and reporting requirements are expected from the treatment provider?

vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
vii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. Define and Coordinate Your Resources:
   i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
   ii. Describe how you plan to link offenders with community services upon their release from custody.

5. Understand Your Constraints: Are there any obstacles that are going to get in the way of providing these services?
   i. Examine if there are any barriers to treatment within the jail? Within the community?
   ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. Discuss Risks and Accountability: Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.
   i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.
   ii.The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.

COLORADO
Behavioral Health Administration

EXHIBIT B-3, FY25 ANNUAL BUDGET

BHA Program	JBBS

Agency Name	Prowers County
Budget Period	July 1, 2024 - June 30, 2025
Project Name	JBBS

Program Contact, Title	Sam Zordel, Sheriff
Phone	719-336-8050
Email	szordel@prowerscounty.net
Fiscal Contract, Title	Marcia Turley, Office Manager
Phone	719-336-8050
Email	mturley@prowerscounty.net
Date Completed	March 25, 2024

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	**Funding Source**	**Total**
Substance Use Disorder Treatment	State General Fund	$464,550.00
Mental Health Treatment	State General Fund	$350,450.00
	Total Contract	**$815,000.00**

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	$84,872/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	$68,959/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	$63,654/year
Case Manager (CM) *	$58,349/year
Certified Addiction Technician (CAT)	$44,558/year
Physician Assistance (PA) *	$127,308/year
MD/DO *	$266,569/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	$103,538/year
Pre-sentence Coordinator *	$72,100/year
Pharmascist (Pharm-D)	$135,891/year
Registered Nurse *	$76,385/year
Data Entry Clerk	$42,436/year
Peer Support Specialist	$36,050/year
Qualified Medication Administration Person (QMAP)	$15.97/hour
***BHA will reimburse salaries up to the state maximum**	
***BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA**	
Travel	
Mileage (IRS rate)	$0.67/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to $200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	
Allowed Services *	**Additional Notes**
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child

Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of $250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of $15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of $100.00 per person
Utilities	1 month limit per client
*** BHA may consider other expenses pending justification from jails and written pre-approval by BHA**	
MEDICATIONS	
Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.	
Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at https://www.colorado.gov/hcpf/pharmacy resources	
Medication	**Rate**
Methadone	$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: $85. Monthly Prescriber Rate: $150
Depot-naltrexone (injectable) (Vivitrol)	$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	$41/month
Buprenorphine (pregnancy) - 2mg	$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	$80/month
Naloxone (Narcan)	Unit Cost: $75. Prescriber Rate: $35
Suboxone and generics	$5.55 / unit @30 days = $166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	$41/month
Buprenorphine - 2mg	$31/month
Sublocade (injectable)	$1,376/unit; 380mg injection (extended release) per month

Revised 03_04_2024

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Exhibit C-2
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force
If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Contract Contact Procedure
The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

F. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
    c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

G. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov/) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to CDHS_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

H. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA at CDHS_BHAdeliverables@state.co.us.
2. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

B. Any subcontract for services must include, at a minimum, the following:
   1. A description of each partner's participation
   2. Responsibilities to the program (policy and/or operational)
   3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
   4. A copy of this Contract and all its terms and conditions.

C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to CDHS_BHAdeliverables@state.co.us within 30 days of subcontract execution.

D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources
   1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."** The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations
   1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms
   1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
   2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
   3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
   4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
   5. Final invoices are due no later than August 30th.

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6. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.
7. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
8. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to the State.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-2024

Submitter: Mark Westhoff, Administrator

Submitted to the County Administration Office on: 5-21-2024

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider ratifying 5-21-2024 verbal poll approval of a Letter of Support sent to Otero County Board of Commissioners in support of Otero County and the Southeastern Colorado Water Conservancy District (SECWCD) in protecting the future of agricultural water ownerships in the Arkansas River Basin.

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):

Board of County Commissioners

Prowers County

301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

May 21, 2024

Otero County Board of County Commissioners
13 W 3rd Street #212
La Junta, CO 81050

Commissioners:

The Board of County Commissioners of Prowers County writes to you today to express our solidarity and support in the efforts of Otero County and the Southeastern Colorado Water Conservancy District ("SECWCD") to protect the future of agricultural water ownerships in the Arkansas River Basin.

Regional cooperation and partnerships are vital to maintaining the agricultural economy of communities surrounding the Arkansas River. As Commissioners, we understand Otero County's responsibility to balance the independence of water rights owners with the collective needs of all County residents in connection with the future of the agricultural economy and soil conservation. We commend and support Otero County and SECWCD in your efforts.

Thank you,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Thomas Grasmick, Vice-Chair

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-2024

Submitter: Paula Gonzales, Finance & Budget Officer

Submitted to the County Administration Office on: Email Poll 5-22-24

Return Originals to: Paula Gonzales and Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider ratifying 5-22-2024 email poll approval of AP Certification-County General, presented in the amount of $32,569.71 with a certification date of 5-24-2024 and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: $32,569.71
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **May 24, 2024**

	# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$ 9,955.44	-	-
ARPA FUND	$ -	-	-
FSA ACCOUNT	$ -		
BOOKING FEES ACCOUNT	$ -	-	
PUBLIC HEALTH AGENCY	$ 12,511.47	-	-
ROAD & BRIDGE FUND	$ 4,767.13	-	-
SALES & USE TAX FUND	$ -		
CONSERVATION TRUST FUND	$ -		
CAPITAL FUND	$ -		
OTHER AGENCIES FUND	$ -		
LODGING TAX FUND	$ 3,500.00	-	-
CRMC FUND	$ 1,137.98	-	-
OPC FUND	$ 697.69	-	-
Totals	**$ 32,569.71**	**$ -**	**$ -**

DATE: May 24, 2024 — BOCC CHAIRMAN

DATE: May 24, 2024 — COMMISSIONER

DATE: May 24, 2024 — COMMISSIONER

DATE: May 24, 2024 — CLERK TO THE BOARD

Total Paid Approve To Pay	$	32,569.71
AP + Fringes	$	32,569.71
Total Pd Certification - Payroll	$	32,569.71
Total Payroll + Fringes	$	-

Ending Check No. 72143
Beginning Check No. 72121
1
Total Number of Checks: 23

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

May 24, 2024

COUNTY GENERAL FUND - 01	0010			
72121-72143		$ 9,955.44		
	Payroll	$ -		
	Fringes	$ -	Total	$ 9,955.44
ARPA - 02	0018			
		$ -		
	Payroll	$ -		
	Fringes	$ -	Total	$ -
ROAD & BRIDGE FUND - 02	0020			
		$ 4,767.13		
		$ -		
	Payroll	$ -		
	Fringes	$ -	Total	$ 4,767.13
FSA (Cafeteria) 552	0552			
		$ -		
			Total	$ -
Sheriff's Booking Fees	0675			
		$ -		
	Payroll	$ -	Total	$ -
SALES & USE TAX FUND - 03	0900			
		$ -		
			Total	$ -
CONSERVATION TRUST FUND - 06	0130			
		$ -		
		$ -	Total	$ -
CAPITAL FUND - 07	0100			
		$ -		
			Total	$ -
OTHER AGENCIES FUND- 08				
		$ -		
			Total	$ -
LODGING TAX - 09	0014			
		$ 3,500.00		
	Payroll	$ -		
	Fringes	$ -	Total	$ 3,500.00
PUBLIC HEALTH AGENCY - 11	0676			
		$ 12,511.47		
		$ -		
		$ -		
	Payroll	$ -		
	Fringes	$ -	Total	$ 12,511.47
CRMC	0016			
		$ 1,137.98		
	Payroll	$ -		
	Fringes	$ -	Total	$ 1,137.98
OPC	0017			
		$ 697.69		
	Payroll	$ -		
	Fringes	$ -	Total	$ 697.69
			GRAND TOTAL	$ 32,569.71

Paula Gonzales, Finance Director

Check No	Check Date	Vendor No	Vendor				Check Amount
			Bank No: 2 Bank Account No: 10225				
72121	**5/24/2024**	**28**	**A-1 Rental & Sales**				**$24.99**
Invoice: 60445			Fairgrounds Maintenance			$24.99	
Ledger: 00111429300			Fairgrounds Maintenance	$24.99	Fairgrounds Maintenance		
72122	**5/24/2024**	**55**	**Atmos Energy**				**$187.39**
Invoice: 3014593842- 04/04 to 5			Bristol Fire House Utilities			$52.77	
Ledger: 00132421620			Bristol Fire House Utilitie	$52.77	Bristol Fire House Utilities		
Invoice: 3015003870- 4/10 to 5/			R&B-Utilities			$64.51	
Ledger: 00243421600			Utilities	$64.51	R&B-Utilities		
Invoice: 3015252164- 4/10 to 5/			Prowers County Transit-Bus Garage Operating			$33.07	
Ledger: 00125437810			Bus Garage Operating	$33.07	Prowers County Transit-Bus Garage Operating		
Invoice: 3015320518- 4/11 to 5/			Utilities-110 E. Oak St			$37.04	
Ledger: 00111421600			Utilities	$37.04	Utilities-110 E. Oak St		
72123	**5/24/2024**	**125**	**Canon Financial Services**				**$160.84**
Invoice: 32591218			Prowers County Transit-Maintenance Contracts			$160.84	
Ledger: 00125421500			Maintenance Contracts	$160.84	Prowers County Transit-Maintenance Contracts		
72124	**5/24/2024**	**1294**	**CINTAS**				**$339.35**
Invoice: 4192522357			R&B-Employee Uniform Expense			$339.35	
Ledger: 00243437200			Employee Uniform Expen	$339.35	R&B-Employee Uniform Expense		
72125	**5/24/2024**	**582**	**City of Lamar**				**$160.76**
Invoice: 22752- 04/29			Prowers County Youth Council-URHN Expenses			$160.76	
Ledger: 01117465040			URHN Expenses	$160.76	Prowers County Youth Council-URHN Expenses		
72126	**5/24/2024**	**153**	**Colorado County Treasurer & Public**				**$200.00**
Invoice: 20255			Prowers County Treasurer:Mileage/Meeting Expense			$200.00	
Ledger: 00109421100			Mileage/Meeting Expens	$200.00	Prowers County Treasurer:Mileage/Meeting Expense		
72127	**5/24/2024**	**235**	**Computer Information Concepts, Inc.**				**$736.50**

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: PSI37550			American Rescue Plan Expense- Colorado Tax Sustem Onsite Training- Dec. 27-28, 2023 Travel to/from Customer Site- Hotel & Meals	$736.50
Ledger: 00102455000			American Rescue Plan E $736.50	American Rescue Plan Expense
72128	**5/24/2024**	**293**	**DeLoach's Water Conditioning Inc.**	**$36.00**
Invoice: 532-00485300-0- May 2			Courthouse Maintenance	$21.00
Ledger: 00111429100			Courthouse Maintenance $21.00	Courthouse Maintenance
Invoice: 88785			Prowers Area Transit-Bus Garage Operating	$15.00
Ledger: 00125437810			Bus Garage Operating $15.00	Prowers Area Transit-Bus Garage Operating
72129	**5/24/2024**	**356**	**Express Toll**	**$12.75**
Invoice: 2091876214- PH			PH- Toll Road Fees:Mileage/Meeting Expense	$12.75
Ledger: 01117421100			Mileage/Meeting Expens $12.75	PH- Toll Road Fees:Mileage/Meeting Expense
72130	**5/24/2024**	**412**	**GNBank**	**$12,635.42**
Invoice: 1696-04/2024			Perez,R.-PH/URHN/Vitals/WIC- Supplies	$1,726.69
Ledger: 01117421100			Mileage/Meeting Expens $185.36	Mileage/Meeting Expense
Ledger: 01117430100			Office Supplies $286.17	Office Supplies
Ledger: 01117465040			URHN Expenses $446.28	URHN Expenses
Ledger: 01123430100			Office Supplies $101.99	Office Supplies
Ledger: 01126420200			Postage/Freight $433.65	Postage/Freight
Ledger: 01126430100			Office Supplies $273.24	Office Supplies
Invoice: 1746- 04/2024			Williams,F.-Annex Building Maintenance/Operating Supplies	$1,269.18
Ledger: 00111429200			Annex Building Maintena $55.84	Annex Building Maintenance
Ledger: 00111430200			Operating Supplies $1,213.34	Operating Supplies
Invoice: 1753- 04/2024			Stuart,M.-Bus Operating Supplies/Repairs	$23.89
Ledger: 00125430200			Bus Operating Supplies/ $23.89	Bus Operating Supplies/Repairs
Invoice: 1894-04/2024			Gonzales,P.-Other Software/Miscellaneous	$106.00
Ledger: 00101421700			Miscellaneous $95.00	Miscellaneous
Ledger: 00105421550			Other Software $11.00	Other Software
Invoice: 2041-04/2024			Tabb,P.-PH/NFP- Fuel & Meals	$92.11

Check No	Check Date	Vendor No	Vendor			Check Amount
Ledger:	01117430900		Vehicle Maintenance/Fue	$41.79	Vehicle Maintenance/Fuel	
Ledger:	01135421100		Mileage/Meeting Expens	$50.32	Mileage/Meeting Expense	
Invoice:	2654-04/24		Maestas,C.-Postage/Freight-Operating Supplies-Miscellaneous			$147.08
Ledger:	00113420200		Postage/Freight	$68.00	Postage/Freight	
Ledger:	00113421700		Miscellaneous	$70.32	Miscellaneous	
Ledger:	00113430200		Operating Supplies	$8.76	Operating Supplies	
Invoice:	2886- 04/2024		Hernandez,R.-Extradition Expense/Juvenile Transport Expense			$81.65
Ledger:	00113431500		Juvenile Transport Expen	$12.15	Juvenile Transport Expense	
Ledger:	00113431800		Extradition Expense	$13.69	Extradition Expense	
Ledger:	00113431800		Extradition Expense	$15.85	Extradition Expense	
Ledger:	00113431800		Extradition Expense	$39.96	Extradition Expense	
Invoice:	2985-04/2024		Scranton,K.-Office Supplies/Building/Equip Repair/Maint-Telephone/Internet			$314.82
Ledger:	00122420100		Telephone/Internet	$109.98	Telephone/Internet	
Ledger:	00122425200		Building/Equip Repair/Ma	$46.46	Building/Equip Repair/Maint	
Ledger:	00122430100		Office Supplies	$158.38	Office Supplies	
Invoice:	3074-04/2023		Rankin,R.-NFP- Office Sup/Meeting Exp			$297.14
Ledger:	01135421100		Mileage/Meeting Expens	$224.21	Mileage/Meeting Expense	
Ledger:	01135430100		Office Supplies	$72.93	Office Supplies	
Invoice:	3181-04/2024		Dunning,D.-OLTC/Postage/Meeting Exp.			$460.31
Ledger:	01133420200		Postage/Freight	$408.00	Postage/Freight	
Ledger:	01133421100		Mileage/Meeting Expens	$52.31	Mileage/Meeting Expense	
Invoice:	3629-04/2024		Idler,J.-PH/OLTC/WIC/EPR/ Kiowa			$2,923.53
Ledger:	01117425520		EPR	$312.00	EPR	
Ledger:	01117430100		Office Supplies	$109.89	Office Supplies	
Ledger:	01117436700		Kiowa County Expenses	$1,201.74	Kiowa County Expenses	
Ledger:	01126434500		Medical Supplies & Presc	$106.92	Medical Supplies & Prescripts	
Ledger:	01133430100		Office Supplies	$1,192.98	Office Supplies	
Invoice:	6127- 04/2024		Green,C.-Education & Seminars			$50.00
Ledger:	00113421400		Education & Seminars	$50.00	Education & Seminars	

Check No	Check Date	Vendor No	Vendor			Check Amount
Invoice: 6390-04/2024			Zordel,S.-Operating Supplies/Computer Equip & Upgrades/Vehicle Maintenance/Mileage/Meeting Expense			$387.06
Ledger:	00113421100		Mileage/Meeting Expens	$309.36	Mileage/Meeting Expense	
Ledger:	00113430200		Operating Supplies	$50.22	Operating Supplies	
Ledger:	00113430900		Vehicle Maintenance	$7.49	Vehicle Maintenance	
Ledger:	00113454300		Computer Equip & Upgra	$19.99	Computer Equip & Upgrades	
Invoice: 6499-04/2024			Wollert,R.-URHN/WIC Breastfeeding Grant			$960.57
Ledger:	01117465040		URHN Expenses	$105.36	URHN Expenses	
Ledger:	01126430100		Office Supplies	$855.21	Office Supplies	
Invoice: 8403- 04/2024			Glover,D.-Office Supplies/Motor Vehicle Fuel-Bus Operating Supplies/Repairs-Bus Garage Operating			$630.41
Ledger:	00125430100		Office Supplies	$194.71	Office Supplies	
Ledger:	00125430200		Bus Operating Supplies/	$345.99	Bus Operating Supplies/Repairs	
Ledger:	00125437800		Motor Vehicle Fuel	$38.35	Motor Vehicle Fuel	
Ledger:	00125437810		Bus Garage Operating	$51.36	Bus Garage Operating	
Invoice: 8866-04/2024			Esparza,D.-Postage/Freight			$5.08
Ledger:	00113420200		Postage/Freight	$5.08	Postage/Freight	
Invoice: 9021-04/2024			Warn,S.-Office Supplies/Prof Services/Volunteers-Equipment Repair/Maint-Motor Vehicle Fuel			$2,741.29
Ledger:	00132420600		Prof Services/Volunteers	$2,620.00	Prof Services/Volunteers	
Ledger:	00132425400		Equipment Repair/Maint	$9.00	Equipment Repair/Maint	
Ledger:	00132430100		Office Supplies	$4.95	Office Supplies	
Ledger:	00132430900		Motor Vehicle Fuel	$30.46	Motor Vehicle Fuel	
Ledger:	00132430900		Motor Vehicle Fuel	$75.00	Motor Vehicle Fuel	
Ledger:	00132430900		Motor Vehicle Fuel	$1.88	Motor Vehicle Fuel	
Invoice: 9179- 04/2024			Coen,J.-Vehicle Maintenance/Fuel: Admin--Mileage/Meeting Expense			$289.21
Ledger:	00105430900		Vehicle Maintenance/Fue	$21.00	Vehicle Maintenance/Fuel: Admin	
Ledger:	00107421100		Mileage/Meeting Expens	$268.21	Mileage/Meeting Expense	
Invoice: 9286- 04/2024			Wittman,J.-Dues, Subs, Registrations-			$129.40
Ledger:	00109421100		Mileage/Meeting Expens	$109.41	Mileage/Meeting Expense	
Ledger:	00109422400		Dues, Subs, Registration	$19.99	Dues, Subs, Registrations	

Check No	Check Date	Vendor No	Vendor			Check Amount
72131	5/24/2024	412	GNBank			$8,963.94
Invoice: 0763-04/2024			Harbert,G.-Postage/Freight		$68.00	
Ledger:	01123420200		Postage/Freight	$68.00	Harbert,G.-Postage/Freight	
Invoice: 0110-04/2024			Hernandez,P.-Mileage/Meeting Expense-Miscellaneous/Office Supplies/Miscellaneous - Additional		$1,862.15	
Ledger:	00102421710		Miscellaneous - Additiona	$26.48	Miscellaneous - Additional	
Ledger:	01346421700		Miscellaneous	$155.00	Miscellaneous	
Ledger:	01346430100		Office Supplies	$195.00	OPC-Office Supplies	
Ledger:	01346430100		Office Supplies	$787.98	Office Supplies	
Ledger:	01447421100		Mileage/Meeting Expens	$112.00	Mileage/Meeting Expense	
Ledger:	01447421100		Mileage/Meeting Expens	$44.83	Mileage/Meeting Expense	
Ledger:	01447430100		Office Supplies	$540.86	OPC-Office Supplies	
Invoice: 0383-04/2024			Moriss,C.-Medical Supplies & Prescripts		$33.60	
Ledger:	00113434500		Medical Supplies & Presc	$33.60	Medical Supplies & Prescripts	
Invoice: 0607- 04/2024			Admin Office-Other Software/Software Licenses/Office Supplies/Meeting Expense		$327.00	
Ledger:	00101421100		Meeting Expense	$47.97	Meeting Expense	
Ledger:	00105421550		Other Software	$19.99	Other Software	
Ledger:	00105430100		Office Supplies	$80.04	Office Supplies	
Ledger:	00114436330		Software Licenses	$179.00	Software Licenses	
Invoice: 0672-04/2024			Turley,M.-Building/Equip Repair/Maint-Investigations-Operating Supplies-JBBS Grant Expense-Vehicle Maintenance-Operating Supplies-Postage/Freight		$696.96	
Ledger:	00113420200		Postage/Freight	$7.99	Postage/Freight	
Ledger:	00113425200		Building/Equip Repair/Ma	$33.58	Building/Equip Repair/Maint	
Ledger:	00113430200		Operating Supplies	$46.23	Operating Supplies	
Ledger:	00113430200		Operating Supplies	$39.42	Operating Supplies	
Ledger:	00113430200		Operating Supplies	$12.83	Operating Supplies	
Ledger:	00113430900		Vehicle Maintenance	$27.41	Vehicle Maintenance	
Ledger:	00113432300		Investigations	$426.11	Investigations	
Ledger:	00113454900		JBBS Grant Expense	$103.39	JBBS Grant Expense	

Check No	Check Date	Vendor No	Vendor			Check Amount
Invoice: 0904-04/2024			Lopez-Carmona,J.-Medical Supplies & Prescripts/Building/Equip Repair/Maint			$40.12
Ledger:	00113425200		Building/Equip Repair/Ma	$26.16	Building/Equip Repair/Maint	
Ledger:	00113434500		Medical Supplies & Presc	$13.96	Medical Supplies & Prescripts	
Invoice: 1001- 4/2024			Wyat,A.-Vehicle Maintenance/Fuel-Mileage/Meeting Expense			$50.21
Ledger:	00110421100		Mileage/Meeting Expens	$19.95	Mileage/Meeting Expense	
Ledger:	00110430900		Vehicle Maintenance/Fue	$30.26	Vehicle Maintenance/Fuel	
Invoice: 1308- 04/2024			Westhoff,M.-Vehicle Maintenance/Fuel-Mileage/Meeting Expense			$1,076.51
Ledger:	00105421100		Mileage/Meeting Expens	$974.02	Mileage/Meeting Expense	
Ledger:	00105430900		Vehicle Maintenance/Fue	$102.49	Vehicle Maintenance/Fuel	
Invoice: 1431-04/2024			Cook,J.-Medical Supplies & Prescripts/Building/Equip Repair/Maint			$60.63
Ledger:	00113425200		Building/Equip Repair/Ma	$11.47	Building/Equip Repair/Maint	
Ledger:	00113434500		Medical Supplies & Presc	$49.16	Medical Supplies & Prescripts	
Invoice: 1464-04/2024			Neuhold,C.-URHN/PH- Food, Supplies, Fuel			$1,438.56
Ledger:	01117430900		Vehicle Maintenance/Fue	$18.70	Vehicle Maintenance/Fuel	
Ledger:	01117465040		URHN Expenses	$1,419.86	URHN Expenses	
Invoice: 1738- 04/2024			R&B-Motor Vehicle Fuel/Shop Supplies/Operating Supplies			$3,504.20
Ledger:	00243430200		Operating Supplies	$2,871.62	Operating Supplies	
Ledger:	00243437800		Motor Vehicle Fuel	$170.02	Motor Vehicle Fuel	
Ledger:	00243437920		Shop Supplies	$462.56	Shop Supplies	
Invoice: 1977-04/2024			England,P.Office Supplies/Dues, Subs, Registrations			($194.00)
Ledger:	01117422400		Dues, Subs, Registration	($200.00)	Dues, Subs, Registrations	
Ledger:	01117430100		Office Supplies	$6.00	Office Supplies	
72132	**5/24/2024**	**1333**	**Holly Pride Committee**			**$2,000.00**
Invoice: May 2024			Tourism Projects- Holly Demolition Derby			$2,000.00
Ledger:	00934421335		Tourism Projects	$2,000.00	Tourism Projects- Holly Demolition Derby	
72133	**5/24/2024**	**387**	**John Deere Financial**			**$101.92**

Check No	Check Date	Vendor No	Vendor			Check Amount
Invoice: D78568			R&B-Operating Supplies		$101.92	
Ledger: 00243430200			Operating Supplies	$101.92	R&B-Operating Supplies	
72134	**5/24/2024**	**1331**	**KXRM-Fox 21**			**$1,500.00**
Invoice: May 2024			Tourism Projects- We Are Southeast Colorado		$1,500.00	
Ledger: 00934421335			Tourism Projects	$1,500.00	Tourism Projects- We Are Southeast Colorado	
72135	**5/24/2024**	**595**	**Lamar Auto Parts**			**$108.77**
Invoice: 740911			R&B-Operating Supplies		$108.77	
Ledger: 00243430200			Operating Supplies	$108.77	R&B-Operating Supplies	
72136	**5/24/2024**	**604**	**Lamar BMS**			**$21.99**
Invoice: 426664			R&B-Operating Supplies		$21.99	
Ledger: 00243430200			Operating Supplies	$21.99	R&B-Operating Supplies	
72137	**5/24/2024**	**1320**	**Melissa Ramirez**			**$250.00**
Invoice: 1003			OLTC- Family Support Reimbursement- April 2024		$250.00	
Ledger: 01133436360			Family Support Reimburs	$250.00	OLTC- Family Support Reimbursement- April 2024	
72138	**5/24/2024**	**673**	**MHC Kenworth**			**$160.76**
Invoice: T00325600588574			R&B-Equipment Repair/Maint		$160.76	
Ledger: 00243425400			Equipment Repair/Maint	$160.76	R&B-Equipment Repair/Maint	
72139	**5/24/2024**	**802**	**Printed Imagination LLC**			**$3,750.00**
Invoice: 3800			URHN- Youth Branded Material		$3,750.00	
Ledger: 01117465040			URHN Expenses	$3,750.00	URHN- Youth Branded Material	
72140	**5/24/2024**	**944**	**Small Town Graphix**			**$120.00**
Invoice: 6602			R&B-Equipment Repair/Maint		$120.00	
Ledger: 00243425400			Equipment Repair/Maint	$120.00	R&B-Equipment Repair/Maint	
72141	**5/24/2024**	**1273**	**SYDNEY SIRES**			**$250.00**
Invoice: 1002			OLTC- Family Support Reimbursement- April 2024		$250.00	
Ledger: 01133436360			Family Support Reimburs	$250.00	OLTC- Family Support Reimbursement- April 2024	

Check No	Check Date	Vendor No	Vendor			Check Amount
72142	**5/24/2024**	**1028**	**Transwest Truck Trailer RV**			**$183.99**
Invoice: 008P215164			R&B-Equipment Repair/Maint		$183.99	
Ledger: 00243425400			Equipment Repair/Maint	$183.99	R&B-Equipment Repair/Maint	
72143	**5/24/2024**	**1077**	**Viaero Wireless**			**$664.34**
Invoice: 308263-05/2024			OLTC/NFP- Cell Phones/Tablets		$315.05	
Ledger: 01133425900			Cellular Phone	$281.11	OLTC-Cellular Phone	
Ledger: 01135425900			Cellular Phone	$33.94	NFP-Cellular Phone	
Invoice: 556961- 5/9 to 6/8			R&B-Telephone		$161.64	
Ledger: 00243420100			Telephone	$161.64	R&B-Telephone	
Invoice: 630872- 5/9 to 6/8			Prowers County Transit-Telephone		$187.65	
Ledger: 00125420100			Telephone	$187.65	Prowers County Transit-Telephone	

Total Of Checks: **$32,569.71** Approved on _____ (Date)

Approved by:

_____

_____

_____

_____

_____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

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

Submitter: **Meagan Hillman, Public Health Director**

Submitted to the County Administration Office on: **05/22//24**

Return Originals to: **Meagan Hillman**

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

Contract Due Date: Starts August

Item Title/Recommended Board Action:
Consider approval of School Health Services Memorandum of Agreement with Granada School District, total amount $13,607.83 for nursing services: August 1, 2024 – May 31, 2025 and authorizing Public Health Director Meagan Hillman to execute the Agreement.

Justification or Background: Annual School Nursing agreement for Granada

Fiscal Impact: This item is budgeted in the following account code: _____
County: $_____ Federal: $_____ State: $_____ Other: $_____

Approved by the County Attorney on: **5-10-2024**

Additional Approvals (if required):

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

SCHOOL HEALTH SERVICES
MEMORANDUM OF AGREEMENT

For school health/nursing service to Granada School District, the district agrees to reimburse Prowers County Public Health and Environment $13607.83 for the 2024-2025 school year. The terms of this agreement shall be from August 01, 2024 - May 31.2025 and will include the services as described:

Dates of service: August 1, 2024 — May 31, 2025

Nursing services on site at Granada School for one service day per week during student contact hours and the week preceding the start of school.

LPN - 6.5 hours per day every week (208 hours)	$6518.72
RN - 6.5 hours per month (65 hours)	$2477.95
Public Health Director – 2 hours per month (20 hours)	$1281.20
Mileage 1764 miles @ $0.67 per mile	$1181.88
School nurse conference	$ 700.00
PCPHE certified 2024 indirect rate 15.4%	$1448.08
Total cost of school nursing services	**$13607.83**

Service days will equal 6.5 hours per day (from 8:30 a.m.to 3:30 p.m.) with $^1/_2$ hour lunch break.

Annual student health screenings will be scheduled and completed before October 31st, 2024. This will allow time for re-screens and referrals.

School nursing staff will be available to all school staff for school nursing related questions/consultations via telephone or e mail when not on site.

School nursing services will be provided by a professional nurse with advanced skills that include the ability to supervise others, and delegate care in a community or school setting. These advanced skills are needed to address the complex health needs of students within the school community setting. These skills are attained through a baccalaureate degree in nursing.

Copies of Prowers County liability insurance will be provided upon approval of this contract upon request.

Additional school nursing services that will be provided that will enhance the level of care and service provided to Granada School includes:

- Continue to provide vaccinations to all students needing vaccinated including flu vaccinations in the fall to all students and staff to increase access for the community and increase school immunization rates.
- Professional nursing that is involved and comprehensive in the requirements for mandated school services and potential for growth in the school health program for Granada school.
- Cross trained staff available in the event of a "school nurse" absence.
- Supervision, accountability, and oversight of school nursing services that are mandated by CDE.
- Deliver mandated delegation services to unlicensed personnel for medication administration and one to one delegation for children with special needs.
- All communications to parents, students, or community members must be approved by the Administration of Granada Schools, other than personal health care information or duties that fall within the scope of this agreement.

The Prowers County Public Health & Environment Director will be responsible for evaluation and supervision of staff involved in the provision of services with input from the school district staff.

Prowers County Public Health & Environment will invoice for payment, with the first half due by September 15, 2024, in the amount of $6803.92 The second payment will be due by February 15, 2025 for the remaining amount of $6803.91, for a total payment of $13607.83 for the 2024-2025 school year. Either party can terminate this agreement but the party wishing to terminate must give 30 days written notice to the other party.

Meagan Hillman PA-C, MBA, Director — Date

Ty Kemp, Superintendent — 5-13-24 Date

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 11, 2023

Submitter: Meagan Hillman

Submitted to the County Administration Office on: 05/22//24

Return Originals to: Meagan Hillman

Number of originals to return to Submitter:1

Contract Due Date: Starts August

Item Title/Recommended Board Action:
Consider approval of School Health Services Memorandum of Agreement with Eads School District, total cost amount $13,347.59 for nursing services: August 1, 2024 – May 31, 2025 and authorizing Public Health Director Meagan Hillman to execute the Agreement.

Justification or Background: Annual School Nursing agreement for Eads

Fiscal Impact: This item is budgeted in the following account code: _____
County: $_____ Federal: $_____ State: $_____ Other: $_____

Approved by the County Attorney on: 05/10/2024

Additional Approvals (if required):

Prowers County Public Health & Environment
1001 S. Main Street Lamar, CO 81052
Phone: (719) 336-8721 Fax: (719) 336-9763
www.prowerscounty.net

Public Health
Prevent. Promote. Protect.

SCHOOL HEALTH SERVICES
MEMORANDUM OF AGREEMENT

For school health/nursing service to Eads School District, the district agrees to reimburse Prowers County Public Health and Environment $13347.59 for the 2024-2025 school year. The terms of this agreement shall be from August 1, 2024 - May 31, 2025 and will include the services as described:

Dates of service: August 1, 2024 — May 31, 2025

Nursing services on site at Eads School for one service day per week during student contact hours and the week preceding the start of school.

LPN - 7.5 hours per day every week (240 hours)	$7521.60
RN - 5 hours per month (50 hours)	$2111.50
Public Health Director -1 hour per month (10 hours)	$640.60
Mileage 1024 miles @ $0.67 per mile	$686.08
School nurse conference	$ 700.00
PCPHE certified 2024 indirect rate 15.4%	$1687.81
Total cost of school nursing services	**$13347.59**

Service days will equal 7.5 hours per day (from 8:00 a.m.to 4:00 p.m.) with $^1/_2$ hour lunch break.

Annual student health screenings will be scheduled and completed before October 31st, 2024. This will allow time for re-screens and referrals.

School nursing staff will be available to all school staff for school nursing related questions/consultations via telephone or e mail when not on site.

School nursing services will be provided by a professional nurse with advanced skills that include the ability to supervise others, and delegate care in a community or school setting. These advanced skills are needed to address the complex health needs of students within the school community setting. These skills are attained through a baccalaureate degree in nursing.

Copies of Prowers County liability insurance will be provided upon approval of this contract upon request.

Additional school nursing services that will be provided that will enhance the level of care and service provided to Eads School includes:

- Continue to provide vaccinations to all students needing vaccinated including flu vaccinations in the fall to all students and staff. Creating easier services to the community and increased school immunization rates.

- Professional nursing that is involved and comprehensive in the requirements for mandated school services and potential for growth in the school health program for Eads school.

- Cross trained staff available in the event of a "school nurse" absence.

- Supervision, accountability, and oversight of school nursing services that are mandated by CDE.

- Deliver mandated delegation services to unlicensed personnel for medication administration and one to one delegation for children with special needs.

- All communications to parents, students, or community members must be approved by the Administration of Eads Schools, other than personal health care information or duties that fall within the scope of this agreement.

The Prowers County Public Health & Environment Director will be responsible for evaluation and supervision of staff involved in the provision of services with input from the school district staff.

Prowers County Public Health & Environment will invoice for payment, with the first half due by September 15, 2024, in the amount of $6673.80. The second payment will be due by February 15, 2025 for the remaining amount of $6673.79 for a total payment of $13347.59 for the 2024-25 school year. Either party can terminate this agreement with 30 days written notice to the other party.

Meagan Hillman PA-C, MBA, Director

Date

Glenn Smith, Superintendent

May 21, 2024

Date

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/11/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 5/23/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
"Consider approval of Contract Amendment #3 25 IHGA 191189 to Original Contract Number 21 IHGA 1688502023-2024 between Prowers County Department of Human Services and the Colorado Department of Human Services for Services with TALX Corporation, a provider of Equifax Verification Services for the use of The Work Number for contracted dates of 7/1/24 – 6/30/25 in the amount of $34,750.80 and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the contract via DocuSign."

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!

DocuSign Envelope ID: 8A61FBB5-051A-425B-ADDF-BC64379C7135

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support	**Original Contract Number** 21 IHGA 168850
Contractor Prowers County Contractor's State of Incorporation: **Colorado**	**Amendment Contract Number** 25 IHGA 191189
Current Contract Maximum Amount Initial Term 06/01/2021-05/31/2022 $101.79 Extension Terms 06/01/2022-05/31/2023 $154.09 06/01/2023-06/30/2024 $59,104.75 07/01/2024-06/30/2025 $34,750.80 Total for All State Fiscal Years $94,111.43	**Contract Performance Beginning Date** June 01, 2022 **Current Contract Expiration Date** June 30, 2025

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 _____ By: Date: _____	**STATE OF COLORADO** Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director _____ By: Barry J. Pardus, Deputy Director, Office of Economic Security 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:_____
Telly Belton/Toni Williamson/Amanda Rios

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 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 or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services ("EVS"), for use of The Work Number. The State and the County entered into a Contract that allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number. This Amendment adds an additional term and modifies the Contract Maximums Amount.

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-2 – Statement of Work** is modified by the addition of **Exhibit A-3 – Statement of Work**, attached and incorporated herein.

D. **Exhibit C-2 – Amendment 14 – 23 IHGA 184226** is modified by the addition of **Exhibit C-3 – Amendment 15 – 25 IHGA 191309**, attached and incorporated herein.

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.

DocuSign Envelope ID: 8A61FBB5-051A-425B-ADDF-BC04379C7130

Exhibit A-3 – Statement of Work

A. Background

For purposes of this Exhibit A-3, Contractor may also be referred to as "County." The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services ("EVS") and intends to execute an amendment (Exhibit C-3 – Amendment 15 - 25 IHGA 191309) to the Universal Membership Agreement (collectively "Work Number Agreement"). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State's and County's responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County's use of services within the scope of the Work Number Agreement. The State shall promptly pass through County's payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County's proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A-1. The Minimum Payment for the period of July 1, 2024 to June 30, 2025 is $6,961,250.00, which is based upon an estimated 625,000 income verification requests at $11.09 per income verification request, plus a $5,000 per month service fee. County's responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

[County's Minimum Usage] / [Total Participating counties' Previous Usage] = County Percentage
[County Percentage] X [Annual Minimum Payment] + [Admin Fee]= County Financial Obligation

IF County's Actual Annual Payment is less than County's Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

[Annual Minimum Payment] – [Total Actual Annual Payment] = Total Deficiency
[County Financial Obligation] – [County Actual Annual Payment] = County Deficiency
[County Deficiency] / [Total counties' Deficiency] = Deficient County Percentage
[Deficient County Percentage] X [Total Deficiency] = Deficient County Payment to State

This table represents each county's financial obligation:

Participating County and Participating Entity Allocation Chart					
July 1, 2024 - June 30, 2025					
Participating County / Participating Entity	**Minimum Number of Transactions Included with Annual Subscription**	**Rate**	**Minimum Annual Subscription Payment**	**Account Service Fee**	**Total Financial Obligation**
Adams	43,500		$482,415.00	$2,089.00	$484,504.00
Alamosa	1,540		$17,078.60	$75.00	$17,153.60
Arapahoe	60,450		$670,390.50	$2,900.00	$673,290.50
Archuleta	25		$277.25	$1.25	$278.50
Baca	25		$277.25	$1.25	$278.50
Bent	300		$3,327.00	$15.00	$3,342.00
Boulder	15,250		$169,122.50	$730.00	$169,852.50
Broomfield	4,000		$44,360.00	$192.00	$44,552.00
Cheyenne	25		$277.25	$1.25	$278.50
Clear Creek	100	$11.09	$1,109.00	$6.00	$1,115.00
Conejos	300		$3,327.00	$15.00	$3,342.00
Crowley	450		$4,990.50	$21.00	$5,011.50
Delta	1,925		$21,348.25	$93.00	$21,441.25
Denver	77,750		$862,247.50	$3,734.00	$865,981.50
Douglas	2,080		$23,067.20	$99.00	$23,166.20
Eagle	2,960		$32,826.40	$141.00	$32,967.40
El Paso	46,400		$514,576.00	$2,227.00	$516,803.00
Elbert	350		$3,881.50	$18.00	$3,899.50
Fremont	4,120		$45,690.80	$198.00	$45,888.80

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Garfield	1,620		$17,965.80	$78.00	$18,043.80
Gilpin	25		$277.25	$1.25	$278.50
Grand / Jackson	225		$2,495.25	$12.00	$2,507.25
Gunnison	575		$6,376.75	$27.00	$6,403.75
Huerfano	225		$2,495.25	$12.00	$2,507.25
Jefferson	31,600		$350,444.00	$1,517.00	$351,961.00
Kiowa	25		$277.25	$1.25	$278.50
Kit Carson	650		$7,208.50	$30.00	$7,238.50
La Plata / San Juan	2,150		$23,843.50	$102.00	$23,945.50
Lake	650		$7,208.50	$30.00	$7,238.50
Larimer	21,575		$239,266.75	$1,037.00	$240,303.75
Las Animas	1,650		$18,298.50	$81.00	$18,379.50
Lincoln	25		$277.25	$1.25	$278.50
Mesa	8,400		$93,156.00	$402.00	$93,558.00
Moffat	575		$6,376.75	$27.00	$6,403.75
Montezuma	5,900		$65,431.00	$282.00	$65,713.00
Morgan	3,200		$35,488.00	$153.00	$35,641.00
Park	200		$2,218.00	$9.00	$2,227.00
Pitkin	525		$5,822.25	$24.00	$5,846.25
Prowers	3,120		$34,600.80	$150.00	$34,750.80
Pueblo	14,650		$162,468.50	$703.00	$163,171.50
Rio Grande / Mineral	2,080		$23,067.20	$99.00	$23,166.20
Routt	425		$4,713.25	$21.00	$4,734.25
San Miguel / Ouray	25		$277.25	$1.25	$278.50

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Summit	350		$3,881.50	$18.00	$3,899.50
Teller	425		$4,713.25	$21.00	$4,734.25
Washington	75		$831.75	$3.00	$834.75
Weld	21,955		$243,480.95	$1,055.00	$244,535.95
Yuma	25		$277.25	$1.25	$278.50
CDHS SNAP QA	525		$5,822.25	$24.00	$5,846.25
HCPF	240,000		$2,661,600.00	$11,520.00	$2,673,120.00
Total	**625,000**	**$11.09**	**$6,931,250.00**	**$30,000.00**	**$6,961,250.00**

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.

3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.

5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.

6. County hereby grants the State authority to do the following:
    a. Extend until June 30, 2025 the State's agreement with TALX corporation; and
    b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

Exhibit C-3

AMENDMENT 15 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 15 is entered into by and between **Equifax Workforce Solutions LLC, a provider of Equifax Verification Services** ("EWS" or "EVS") and **The State of Colorado, Colorado Department of Human Services ("CDHS" or "Agency")** jointly "the Parties," with reference to the following:

WHEREAS, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the "**Agreement**"); and

WHEREAS, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the "**Schedule A**"); and

WHEREAS, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the "**Successive Term Schedule A**"); and

WHEREAS, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the "**Temporary Extension Period**") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, CDHS exercised its second optional renewal term (as permitted in Section II of the Successive Term Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 ("**Amendment 1**"); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 2 to Schedule A made effective by the parties on April 15, 2019, to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the "**Second Temporary Extension Period; Amendment 2**") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 3 to Schedule A made effective by the parties on June 6, 2019, to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the "**Third Temporary Extension Period; Amendment 3**") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 4 to Schedule A made effective by the parties on August 18, 2019, to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the "**Fourth Temporary Extension Period; Amendment 4**") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 5 to Schedule A made effective by the parties on October 31, 2019, to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview ("**Amendment 5"**); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 6 to Schedule A made effective by the parties on October 28, 2020, in order to

provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the "**Fifth Temporary Extension Period; Amendment 6**"); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 7 to Schedule A made effective by the parties on November 30, 2020, in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the "**Sixth Temporary Extension Period; Amendment 7**"); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 8 to Schedule A made effective by the parties on March 25, 2021, in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the "**Seventh Temporary Extension Period; Amendment 8**"); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 9 to the Universal Membership Agreement and Schedule A made effective by the parties on May 28, 2021, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 and add a new Scope of Work to allow Colorado government entities, "Participating Entities", in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the "**Third Successive Schedule A; Amendment 9**"); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 10 to the Universal Membership Agreement and Schedule A made effective by the parties on June 8, 2021, in order to add a new Section to the Scope of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period ("**Amendment 10**"); and

WHEREAS, the Parties subsequently amended the Agreement, by means of that certain Amendment 11 to the Universal Membership Agreement made effective by the parties on May 31, 2022, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2022 – May 31, 2023 and to add access to the system by Batch (the "**Fourth Successive Schedule A**; "**Amendment 11**"); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 12 to the Universal Membership Agreement made effective by the parties on October 17, 2022, in order to revise the Scope of Work to Schedule A for Employment and Income Verification (VOE/VOI) Database and Web Services and to reflect EWS' name change ("**Amendment 12**"); and

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for one (1) additional month from June 1, 2023 – June 30, 2023 (the "**Eighth Temporary Extension Period**"; "**Amendment 13**"); and

WHEREAS, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2023, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2023 – June 30, 2024 (the "**Second Successive Schedule A**; "**Amendment 14**"); and

WHEREAS, the Parties desire to amend the Agreement and the Second Successive Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2024 – June 30, 2025. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 15, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature, and effective on July 1, 2024, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 15 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

A. CDHS hereby exercises a one (1) year extension beginning July 1, 2024 and ending on June 30, 2025.

B. The Second Successive Schedule A shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2024. The SOW and Exhibit 1-A to the Universal Membership Agreement for the "Participation Agreement for Participating Entity" from Amendment 9 dated May 28, 2021, shall explicitly continue to be attached to the Agreement and the Schedule A to be effective as of July 1, 2024.

IN WITNESS WHEREOF, the Parties have executed this 15TH Amendment through their duly authorized representatives.

STATE OF COLORADO **Jared Polis, GOVERNOR** Colorado Department of Human Services Michelle Barnes, Executive Director	**Equifax Workforce Solutions LLC, provider of Equifax Verification Services**
By (signature): _____	By (signature): _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

This Amendment 15 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES

CONTROLLER

By (signature): _____

Name/Title: (print): _____

Date: _____

SCHEDULE A

TO THE UNIVERSAL MEMBERSHIP AGREEMENT

EQUIFAX VERIFICATION SERVICES

"Agency":	The State of Colorado, Colorado Department of Human Services
"Effective Date" of this Schedule A:	**July 1, 2023**
Industry Type:	Government
"Agreement":	***Universal Membership Agreement***
Agreement effective date:	August 26, 2015

Agency may request various Services from EVS (i) during the term of the Agreement, (ii) in accordance with the Agreement and this Schedule A (which is part of the Agreement), and (iii) only when intended to be used for the use case described below. Some Services have additional terms and conditions which are referenced in Schedule A-1. Agency will pay EVS for the Services pursuant to the terms of Schedule A-2. Unless otherwise defined in this Schedule A, all defined terms used herein shall have the meaning ascribed to them in the Agreement. This Schedule A, including all attachments hereto, specifically supersedes and replaces any Schedules, Statements of Work, and other product or pricing agreements between the parties that predate this Schedule A and which relate to the Service(s) selected below in this Schedule A, even if the prior agreements contain an "entire agreement" or "merger" clause, and any such Schedules, Statements of Work, and other product or pricing agreements are terminated.

This Schedule shall begin on the Effective Date and continue for a period of one (1) year ("Initial Term"), unless earlier terminated as set forth in the Agreement. Upon expiration of the Initial Term, this Schedule shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless otherwise terminated in accordance with the terms of the Agreement.

1. **AGENCY INFORMATION.** *(Please use the physical business location address; a P.O. Box is not acceptable.)*

Agency Name:	Colorado Department of Human Services	Phone:	303-866-5700
Address:	1575 Sherman St	State:	CO
City:	Denver	Zip Code:	80203

DBA or Management Agency, if different:	
Website address:	www.colorado.gov/cdhs

2. **MAIN CONTACT INFORMATION.**

Name:	Barry Pardus	Phone / Fax:	303-866-3726 /
Title:	Interim Office Director	Email:	barry.pardus@state.co.us
Supervisor:	Anne-Marie Braga	Supervisor Phone:	

IN WITNESS WHEREOF, the parties have executed this Schedule A on the date indicated below.

Agency

By (signature): _____

Name (print): _____

Title: _____

Date: _____

Equifax Workforce Solutions LLC, provider of Equifax Verification Services

By (signature): _____

Name (print): _____

Title: _____

Date: _____

SCHEDULE A-1

SERVICE DESCRIPTIONS / ADDITIONAL TERMS AND CONDITIONS

1. **SERVICE DESCRIPTIONS**

   A. **The Work Number® Services.**

   The Work Number® Express Social Service Verification. A Social Service verification report provided via the Service ("Verification Report") will include, without limitation and as available, the Consumer's (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

2. **ADDITIONAL TERMS AND CONDITIONS**

   A. **Agency Representation.** Agency represents that it has authorization from the Consumer authorizing Agency to verify income Data. Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized Agency to receive the income Data.

   B. **Audit.** Upon request by EVS at any time, Agency shall provide Consumer authorizations to verify the Consumer's information, including but not limited to the Consumer's income, and Agency shall provide EVS with records as EVS may reasonably request to conduct such audit(s). Agency's failure to fully cooperate or to produce requested consumer authorizations may result in immediate suspension of the Services until such time as Agency corrects any discrepancy revealed by such audit.

   C. **Compliance with Laws.** Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.

   D. **Modification of Service Description.** EVS may modify this Schedule A, including pricing, on thirty (30) days' notice to Agency. Agency may terminate the Agreement and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to EVS. Absence of such termination shall constitute Agency's agreement to the modification.

   E. **Input Requirements.**

   (1) **Batch.** Agency may request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS's standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement.

   (2) **Online.** Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant EVS website.

   F. **Delivery.**

   (1) **Batch.** Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.

   (2) **Online.** The Service will be delivered online, providing automated access to requested Data.

SCHEDULE A-2

PAYMENT TERMS AND SERVICE PRICING

1. **PAYMENT TERMS AND CONDITIONS.**

   A. **Invoices**. All Fees (except the one-time Setup Fee) shall apply during any Renewal Term. EVS reserves the right to increase all Fees pursuant to the terms of the Agreement. Invoices are due net thirty (30) days with one and a half (1.5%) percent interest per month applied over forty-five (45) days. Agency will be invoiced electronically through EVS's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Agency's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written notice. If payment is made by credit card, EVS will charge the credit card each month for Transactions completed in the prior month.

   Undisputed invoices outstanding over forty-five (45) days may result in loss of access to the Service. If Agency, in good faith, disputes any portion of an amount invoiced, Agency shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. All disputes must be submitted to EVS in writing within ninety (90) days from the date of the invoice for those Services. Agency waives the right to dispute any portion of the invoice that is not disputed within such ninety (90) day period.

   In the event that it is determined or agreed that Agency must or will pay the disputed amount, then Agency shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by EVS at the interest rate set forth above. In the event the Parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. For the avoidance of doubt, invoices issued which reflect a price change or pertain to fees for service description modifications that have been accepted according to the terms of this Schedule, shall be deemed correct invoices for purposes of this section.

   B. **Agency Purchase Orders.** If the use of a Purchase Order ("PO") or similar ordering document is required by Agency, the following information must be provided as part of the Agreement. Failure to include this information reflects Agency's agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. The PO Amount or dollar limit, if applicable, of initial PO does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified herein. The PO effective dates (as defined below) does not impact the Effective Date(s) or Term(s) specified herein.

PO Number (or similar):		PO Amount:	
PO Start Date:		PO End Date:	
PO Contact Name:		PO Contact Email:	

   C. **Taxes**. Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

2. **SERVICE PRICING.**

   A. **Third Party Fees Applicable to All Services.**

   (1) **Third Party Fee.** EVS will pass along any fees incurred by third parties to Agency, including program fees implemented by the IRS. EVS will post these third-party fees as a separate line item on the invoices.

   (2) **Technology Portal Delivery Fee.** EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

B. The Work Number® Services

<table>
<tr><th>Service Name</th><th colspan="2"></th><th rowspan="2">Annual Subscription Payment[1]</th><th rowspan="2">Annual Transactions Included in the Annual Subscription[1]</th></tr>
<tr><td>Express Social Service Verification</td><td colspan="2">Internal EFX Use</td></tr>
<tr><td>Subscription Service (Annual)</td><td colspan="2">0210111385</td><td>$6,931,250.00</td><td>625,000</td></tr>
<tr><td rowspan="6">Overage Charges</td><td colspan="2">0210111384</td><td colspan="2" rowspan="6">$11.09</td></tr>
<tr><td>3 Full Months</td><td>0210112497</td></tr>
<tr><td>6 Full Months</td><td>0210112511</td></tr>
<tr><td>1 Full Year</td><td>0210112512</td></tr>
<tr><td>3 Full Years</td><td>0210112513</td></tr>
<tr><td>Purchase All</td><td>0210112514</td></tr>
</table>

[1] **Participating County and Entity Allocation**. The Work Number Express Social Service Verification Annual Subscription Payment and Annual Transactions Included in the Annual Subscription shall be allocated amongst the Participating County and Participating Entities in accordance with the chart attached hereto as Exhibit 1.

C. Pricing Terms

(1) Order Date Ranges. The specific use and/or program shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various "pay date" range or "Purchase all" options. Order options will include: "3 full months", "6 full months", "1 full year", "3 full years", and "Purchase all" records. Date ranges go back in full calendar months, i.e. selecting "3 full months" on January. 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.

(2) Annual Commitment. Notwithstanding anything herein or the Agreement to the contrary, in the event Agency terminates this Schedule A prior to the end of the then-current term, Agency shall pay the remaining Annual Subscription Payment due under the then-current year obligation, including any overages that have been incurred, but not paid. Should the Agency cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Annual Subscription Payment. The Annual Subscription Payment for the Service(s) listed above will be payable as the transactions come in. At the end of the Term, if the Agency has not met the Annual Transactions Included in the Annual Subscription as required, the difference between the Annual Subscription Payment and the amount paid and/or invoiced at that time for the Transactions made will then be due and payable.

(3) Transaction. A 'Transaction' is defined by a database search which returns data in the form of a Verification Report. A 'Verification Report' is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions. The above pricing reflects the rate for each 'successful' Transaction and is based on one single use/decision per Transaction.

(4) Overages. If Agency exceeds the Annual Number of Transactions Included with the Annual Subscription Payment during any Term (Initial Term or Renewal Term), applicable Overage Charges will be charged for the remainder of the then-current Term on a per Transaction basis.

3. ADDITIONAL SERVICE FEES.

Internal EFX Use		
Annual Setup Fee	0210100037	$0.00
Monthly Account Servicing Fee	0210100693	$2,500.00

EXHIBIT 1
Participating County and Participating Entity Allocation Chart

Participating County and Participating Entity Allocation Chart					
July 1, 2024 - June 30, 2025					
Participating County / Participating Entity	**Minimum Number of Transactions Included with Annual Subscription**	**Rate**	**Minimum Annual Subscription Payment**	**Account Service Fee**	**Total Financial Obligation**
Adams	43,500	$11.09	$482,415.00	$2,089.00	$484,504.00
Alamosa	1,540		$17,078.60	$75.00	$17,153.60
Arapahoe	60,450		$670,390.50	$2,900.00	$673,290.50
Archuleta	25		$277.25	$1.25	$278.50
Baca	25		$277.25	$1.25	$278.50
Bent	300		$3,327.00	$15.00	$3,342.00
Boulder	15,250		$169,122.50	$730.00	$169,852.50
Broomfield	4,000		$44,360.00	$192.00	$44,552.00
Cheyenne	25		$277.25	$1.25	$278.50
Clear Creek	100		$1,109.00	$6.00	$1,115.00
Conejos	300		$3,327.00	$15.00	$3,342.00
Crowley	450		$4,990.50	$21.00	$5,011.50
Delta	1,925		$21,348.25	$93.00	$21,441.25
Denver	77,750		$862,247.50	$3,734.00	$865,981.50
Douglas	2,080		$23,067.20	$99.00	$23,166.20
Eagle	2,960		$32,826.40	$141.00	$32,967.40
El Paso	46,400		$514,576.00	$2,227.00	$516,803.00
Elbert	350		$3,881.50	$18.00	$3,899.50
Fremont	4,120		$45,690.80	$198.00	$45,888.80
Garfield	1,620		$17,965.80	$78.00	$18,043.80
Gilpin	25		$277.25	$1.25	$278.50
Grand / Jackson	225		$2,495.25	$12.00	$2,507.25
Gunnison	575		$6,376.75	$27.00	$6,403.75
Huerfano	225		$2,495.25	$12.00	$2,507.25
Jefferson	31,600		$350,444.00	$1,517.00	$351,961.00
Kiowa	25		$277.25	$1.25	$278.50
Kit Carson	650		$7,208.50	$30.00	$7,238.50
La Plata / San Juan	2,150		$23,843.50	$102.00	$23,945.50
Lake	650		$7,208.50	$30.00	$7,238.50
Larimer	21,575		$239,266.75	$1,037.00	$240,303.75
Las Animas	1,650		$18,298.50	$81.00	$18,379.50
Lincoln	25		$277.25	$1.25	$278.50
Mesa	8,400		$93,156.00	$402.00	$93,558.00
Moffat	575		$6,376.75	$27.00	$6,403.75

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Montezuma	5,900		$65,431.00	$282.00	$65,713.00
Morgan	3,200		$35,488.00	$153.00	$35,641.00
Park	200		$2,218.00	$9.00	$2,227.00
Pitkin	525		$5,822.25	$24.00	$5,846.25
Prowers	3,120		$34,600.80	$150.00	$34,750.80
Pueblo	14,650		$162,468.50	$703.00	$163,171.50
Rio Grande / Mineral	2,080		$23,067.20	$99.00	$23,166.20
Routt	425		$4,713.25	$21.00	$4,734.25
San Miguel / Ouray	25		$277.25	$1.25	$278.50
Summit	350		$3,881.50	$18.00	$3,899.50
Teller	425		$4,713.25	$21.00	$4,734.25
Washington	75		$831.75	$3.00	$834.75
Weld	21,955		$243,480.95	$1,055.00	$244,535.95
Yuma	25		$277.25	$1.25	$278.50
CDHS SNAP QA	525		$5,822.25	$24.00	$5,846.25
HCPF	240,000		$2,661,600.00	$11,520.00	$2,673,120.00
Total	**625,000**	**$11.09**	**$6,931,250.00**	**$30,000.00**	**$6,961,250.00**

Exhibit A
Agency Information

(To be completed by Agency prior to Services being provided)

Physical address of where verifications will be performed (if different than above).	
Onsite contact for onsite inspection.	**Barry Pardus**
Onsite contact email and phone number.	**barry.pardus@state.co.us, (303) 866-3726**

Additional User Information

IMPORTANT: All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	Name	E-mail Address
User1:	**n/a**	**n/a**
User2:		
User3:		
User4:		
User5:		

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users. Note: The "Main Contact" above will have the ability to add users via the webManager function. WebManagers have the ability to add, manage and approve users within the organization. If Agency has additional users, once Agreement is accepted, Agency will receive more information on how to register users.

Billing Information

Billing Contact:	**Jacques Livingston**	**Billing Address:**	**1575 Sherman Street**
Billing Contact Title:	**Finance Manager**	**City:**	**Denver**
Billing Phone #:	**720-413-7337**	**State:**	**CO**
Billing Fax #:	**n/a**	**Zip Code:**	**80203**
Billing E-mail:	**jacques.livingston@state.co.us**		

Is Agency Tax Exempt? ☐ Yes ☐ No

If Yes, please submit tax exemption certificate.

Agency Type:

☒	**Federal/State/County/City/Local/Government**	☐	**Social Security Administration**
☐	**Non- Profit Organization**	☐	**Housing Authority**
☐	**For-Profit Organization**	☐	**Third Party Vendor for Government Agency**
☐	**Apartment Complex/Property Management**	☐	**Other: Please specify**

Each program requires documented proof. Specific Program(s) that will use this service:

☒	**Food Stamps**	☒	**TANF**	☒	**MEDICAID**
☒	**Child Support Enforcement**	☒	**Daycare Assistance**	☒	**Low-Income Energy Assistance**
☐	**Pre-Employment**	☒	**Work-related Assistance**	☐	**Collections**
☒	**Low-Income Housing**	☐	**Mortgage Loans**		
☒	**Other: (Please indicate other program(s) that will use this service: Child Support**				

If Agency is an **Apartment Complex** or **Property Management Agency**, please answer the following questions:

How many units does Agency have? n/a
How many of those are subsidized units? n/a

Note: Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Is Agency affiliated with City/State Housing Authority? ☐ **Yes** ☒ **No**

If yes, please include the name: _____

Qualifications: In order to process Agency's application, Agency's agency/organization is required to provide proof (supporting documentation) of **Agency's** need for employment and income verifications. Please provide the following:

Federal/State/County/City/Local/Government Copy of program's application Income guidelines to determine eligibility	Social Security Administration Copy of program's application Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a **Federal/State/County/City/Local/Government Funding source**	**Third Party Vendor for Government Agency** Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a **Federal/State/County/City/Local/Government Funding source.**
Housing Authority Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)	Apartment Complex/Property Management Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

Failure to provide supporting documentation, which must include the name of Agency's agency/organization/Agency name, **may delay processing of Agency's agreement or disqualify Agency's application.**

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 11, 2023

Submitter: Meagan Hillman, PH Director

Submitted to the County Administration Office on: 05/22//24

Return Originals to: Meagan Hillman

Number of originals to return to Submitter:1

Contract Due Date: Starts July 1

Item Title/Recommended Board Action:
Consider approval of Task Order Contract Number 23 FAA 00042, 2025*0139 in the amount of $43,409.00, July 1, 2024 – June 30, 2025 for OPHP Cor Funding and authorizing Public Health Director Meagan Hillman to execute the Contract electronically.

Justification or Background: Annual Core Funding from CDPHE for PH

Fiscal Impact: This item is budgeted in the following account code: _____
County: $_____ Federal: $_____ State: $_____ Other: $_____

Approved by the County Attorney on: 5-24-2024

Additional Approvals (if required):

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

THANK YOU!

DocuSign Envelope ID: 20592640-8C7C-4F2B-B7FF-135E6EC40C06

TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 For the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838
Main Task Order Contract Number 23 FAA 00042 **Task Order Number** 2025*0139	**Task Order Performance Beginning Date** The later of the Task Order Effective Date or July 1, 2024
Task Order Maximum Amount **Initial Term** State Fiscal Year 2025 $43,409.00 **Extension Terms** Total for All State Fiscal Years $43,409.00	**Task Order Expiration Date** **June 30, 2025** Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement **Contractor Shall Invoice:** Monthly **Funding Source:** Federal $43,409.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific **Procurement Method:** Exempt **Solicitation Number (if any): NA**
State Representative Stephanie Burke PHEP Program Manager Office of Emergency Preparedness and Response Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Stephanie.burke@state.co.us	**Contractor Representative** Meagan Hillman Director Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838 mhillman@prowerscounty.net
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions	
Contract Purpose The Public Health Emergency Preparedness program supports public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.	

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

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

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

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

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2024,** whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date: _____

-- Signature Page End --

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/26/2022 Task Order Routing Number 23 FAA 00042

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five **(45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Lisa Sparrow, Contract monitor lisa.sparrow@state.co.us.

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

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

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

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have forty-five (45) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

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

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 18I, Modification, or Option Letter Provisions of this Contract.

5. Contractor shall comply to the provisions of 45 CFR Part 75.

6. CDC Additional Requirements apply to this project.

STATEMENT OF WORK
To Original Contract Number: 2025*0139

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

I. Project Description:

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions:

1. AFN- Access and Functional Needs
2. AAR/IP- After Action Report/Improvement Plan
3. BP1- Budget Period 1
4. CDB- Communicable Disease Branch
5. CDPHE- Colorado Department of Public Health and Environment
6. CO-SHARE- Colorado State Health and Readiness Exchange
7. CVM- Colorado Volunteer Mobilizer
8. DHSEM- Division of Homeland Security and Emergency Management
9. EpiTrax- Disease reporting and surveillance system
10. EPI- Epidemiology
11. EPR- Emergency Preparedness and Response
12. ESF#8- Emergency Support Function 8, Public Health & Medical
13. HAN- Health Alert Network
14. HSEEP- Homeland Security Exercise & Evaluation Program
15. LPHA- Local Public Health Agency
16. MYIPP- Multi Year Integrated Preparedness Plan
17. NORS- National Outbreak Reporting System
18. OEPR- Office of Emergency Preparedness and Response
19. PHEOP- Public Health Emergency Operations Plan
20. RRC- Readiness & Response Coordinator
21. SMS Text- Short Message Service

III. Work Plan:

Goal #1: To ensure the State of Colorado has the ability to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response, and recovery activities, and maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and response to real events.	
Primary Activity #1	The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.

Sub-Activities #1	1. The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel: a. Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax b. Ad-hoc response systems c. Staff who are trained to conduct routine disease investigations to include: i. Case reporting ii. Outbreak reporting d. Staff who can support surge requirements in response to disease-related events. e. Staff who can respond to emergencies that threaten public health to include; i. immediate after-hours response to high risk disease situations
Sub-Activities #2	1. The Contractor shall create or update a local public health response plan for disease events that includes: a. Processes for requesting additional assistance when disease response exceeds local capacity.
Sub-Activities #3	1. The Contractor shall maintain accurate disease investigation data. a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system. b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted 2. The Contractor shall maintain complete and accurate outbreak investigation data. a. The Contractor shall enter complete information from Local Public Health Agency (LPHA) conducted outbreak investigations into the designated statewide surveillance system EpiTrax (or ad-hoc response systems as necessary). b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted.
Sub-Activities #4	1. The Contractor shall assess disease investigation metrics reports provided to them. a. The Contractor shall resolve any issues identified in the investigation metrics reports. b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.
Sub-Activities #5	1. The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following: a. Initial Outbreak Report. b. Final Outbreak Report.
Sub-Activities #6	1. The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA: a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks transmitted by: i. contact with environmental sources ii. contact with infected people or animals iii. through an indeterminate/unknown mode

Sub-Activities #7	1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.
Sub-Activities #8	1. The Contractor shall review response to recent disease events. a. Data shall be reviewed from COVID-19. b. Other recent communicable disease event responses: i. lessons learned shall be identified ii. best practices shall be identified 2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans.
Primary Activity #2	The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.
Sub-Activities #1	1. The Contractor shall maintain awareness of communicable disease trends in their jurisdiction. a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction. b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction. c. The Contractor shall attend statewide Communicable Disease Epi Update calls. d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.
Sub-Activities #2	1. The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss; a. Epidemiology activities. b. Agency epidemiology capacity.
Sub-Activities #3	1. The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes: a. To enhance early detection of infectious disease outbreaks, b. To enhance rapid response to disease outbreaks, c. To improve the management of infectious disease outbreaks, d. To improve the management of novel emerging disease threats. 2. Sharing activities include but are not limited to: a. Sharing public health data trends through a newsletter. b. Sharing public health data through a website. c. Discussing the agency's epidemiological response plan with community response stakeholders. d. Reviewing an outbreak investigation with community stakeholders. e. Reviewing the role of epidemiology in emergency preparedness and response. f. Sharing epidemiological tools that can be used in emergency preparedness and response.

Sub-Activities #4	1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as: a. Organizations supporting people experiencing homelessness. b. Correctional facilities (excluding state and federal facilities). c. Organizations supporting populations >65 years. d. Organizations supporting food security. e. Schools. f. Childcare facilities. g. Organizations supporting seasonal workers. h. Organizations supporting migrant populations. i. Organizations supporting people with behavioral health needs. j. Organizations supporting people with disabilities. k. Organizations supporting people with other chronic health conditions. l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.
Goal #2: To increase capacity for preparedness, response and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
Primary Activity #1	The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR)
Sub-Activity #1	1. Response to quarterly redundant drills may be made by one or more of the following methods: a. Email b. Phone c. SMS text d. Radios
Primary Activity #2	The contractor shall respond to quarterly Communicable Disease after-hour drills conducted by the Communicable Disease Branch (CDB)
Sub-Activity #1	1. Response to quarterly after-hour drills may be made by one or more of the following methods: a. Phone b. SMS Text Message
Primary Activity #3	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE)
Sub-Activity #1	1. All fields in the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) a minimum of two (2) times per year 2. The LPHA list shall also be updated when: a. Contact information changes. b. Operating hours change. c. New Emergency Preparedness & Response (EPR) staff are added. d. Primary Communicable Disease staff change.
Primary Activity #4	The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.

Primary Activity #5	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
Primary Activity #7	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills.
Primary Activity #8	The Contractor shall develop a discussion-based exercise that addresses a priority jurisdictional risk.
Sub Activity #1	1. Exercises shall be selected from one of the following options that best meets their jurisdictional needs: a. Seminar b. Workshop c. Tabletop Exercise d. Game
Primary Activity #9	The Contractor shall conduct their discussion-based exercise that addresses a priority jurisdictional risk with their emergency response team.
Sub Activity #1	1. The Contractor shall create an After Action Report and Improvement Plan following the exercise.
Primary Activity #10	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in an Access and Functional Needs (AFN) training.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary CVM administrator.
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
Primary Activity #2	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
Primary Activity #3	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
Primary Activity #4	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

Primary Activity #5	The Contractor shall complete a Budget Period 1 (BP1) Action Plan.
Sub-Activities #1	1. The Contractor shall meet quarterly with their CDPHE Field Manager to discuss; a. Priority areas identified b. Quarterly progress.
Primary Activity #6	The Contractor shall conduct a comprehensive review of the Public Health Emergency Operations Plan (PHEOP).
Sub-Activities #1	1. Reviews shall include: a. Additions or updates from the current hazard vulnerability assessment b. After action reports.
Primary Activity #7	The Contractor shall complete an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) that shall include Progressive exercise planning.
Sub-Activities #1	1. The Contractor shall complete one of the following: a. The contractor shall update their existing MYIPP plan. b. The contractor shall develop a new MYIPP plan.
Primary Activity #8	The Contractor shall participate in a Risk Assessment.
Primary Activity #9	The Contractor shall revise their communication plan for response related efforts that engage ESF8 for emergencies that are a threat to the public health and healthcare system.
Sub-Activities #1	1.The contractor shall define the roles of the following response partners in communication plans that engage ESF #8: a. ESF8 Lead b. HCC RRC c. OEPR Field Manager
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the CDPHE Communicable Disease Manual https://cdphe.colorado.gov/communicable-disease-manual in the "Public Health Reportable Condition Investigation Guidance" (https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view). This document and website are incorporated and made part of the contract by reference and are available on the following website: https://cdphe.colorado.gov/communicable-disease-manual 3. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance for many conditions can be found in the CDPHE Communicable Disease Manual: (https://cdphe.colorado.gov/communicable-disease-manual). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance as needed. 4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high risk conditions. 5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This

	information is incorporated and made part of this contract by reference and is located on the CDPHE website https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines 6. CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE. 7. CDPHE will provide disease investigation metrics reports to the contractor. 8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls. 9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls. 10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025. 11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report. 12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in "Public Health Reportable Condition Investigation Guidance" or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax. 13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields. 14. The Contractor shall comply with CDPHE requirements for outbreak reporting. 15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak. 16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (https://docs.google.com/document/d/1UJlnx8uQvSChJAY_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews. 17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems. 18. The Contractor shall adhere to Homeland Security Exercise & Evaluation Program (HSEEP) principles for exercises and planning. 19. The Contractor shall align exercises with the PHEP Exercise Framework provided by CDPHE via CO-Share. 20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP) via CO-Share by September 30, 2024. 21. CDPHE will provide technical assistance to support exercise planning, upon request. 22. The Contractor shall complete an AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE. 23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system. 24. The Contractor shall include HCC roles and responsibilities in response documentation to include: a. Situational Awareness b. Communications c. Coordination 25. Response documentation may include: a. Plans b. Annexes c. Procedures d. Policies

	e. Algorithms f. Concepts of Operations g. AAR/IP 26. Presentation reports shall include the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet. 27. CDPHE-OEPR will provide the dates and locations of the Division of Homeland Security and Emergency Management (DHSEM)'s Access and Functional Needs Road Show as an option for completion of this deliverable. 28. Contractors with 10 or more FTE must also identify an alternate CVM administrator. 29. The Contractor's CVM administrators shall: a. Have completed CVM administrator training within the past 24 months b. Signed the annual confidentiality agreement c. Be recognized by CDPHE as a CVM administrator 30. CDPHE will provide quarterly CVM administrator training for LPHAs. 31. CDPHE shall require CVM reports after mission drills or real events. 32. CDPHE will provide a mass care template via CO-Share by July 1, 2024. 33. The Contractor shall use the Mass Care Template when documenting mass care events. 34. CDPHE will provide a mass fatality template via CO-Shae by July 1, 2024. 35. The Contractor shall use the Mass Fatality Template when documenting mass care events. 36. The Contractor shall identify four (4) priority areas in the BP1 Action Plan which will be provided by CDPHE via CO-Share. 37. CDPHE-OEPR will provide an Action Plan Template by July 1, 2024. 38. The Contractor shall include the HCC RRC designee, their roles and responsibilities, in the PHEOP for response that engages ESF #8. 39. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by submitting a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks. 40. The Risk Assessment shall include representation for people who are disproportionately impacted by public health emergencies. 41. CDPHE-OEPR will provide a risk assessment template by July 1, 2024. 42. The Risk Assessment can be for the jurisdiction or region. 43. For Local Public Health Agencies (LPHAs) serving the ESF #8 lead role, communication plans must describe how response partners are included in all notification methods. CDPHE will provide a link to the Emergency Support Functions via CO-Share.
Expected Results of Activity(s)	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.
Measurement of Expected Results	1. NORS forms are complete. 2. Outbreak Summary Reports are complete. 3. Disease investigations conducted by the Contractor are timely and complete. 4. The Grant Reporting spreadsheet is complete for all deliverables.

		Completion Date
	1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.	No later than September 30, 2024
	2. The Contractor shall submit BP1 Action Plan via CO-SHARE.	No later than September 30, 2024
	3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE	No later than December 31, 2024

Deliverables	4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.	No later than two (2) months from first illness onset
	5. The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used.	No later than six months from first illness onset
	6. The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method.	No later than one business day from identification
	7. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports including how they were resolved for disease and outbreaks investigated by LPHAs via the Grant Reporting Spreadsheet.	No later one (1) month after receiving the report
	8. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between July 1, 2024 and December 31, 2024, in the Grant Reporting Spreadsheet.	No later than February 28, 2025
	9. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between January 1, 2025 and June 30, 2025 in the Grant Reporting Spreadsheet.	No later than the contract end date
	10. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection via the Grant Reporting Spreadsheet.	No later than the contract end date
	11. The Contractor shall submit a summary describing the operational strengths and areas for improvement identified during communicable disease response AAR reviews via CO-SHARE.	No later than the contract end date
	12. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2025
	13. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2025
	14. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	15. The Contractor shall submit a brief summary of disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	16. The Contractor shall submit individual agency HAN assessment findings in CO-SHARE.	No later than June 15, 2025
	17. The Contractor shall submit CVM reports for two (2) completed mission drills or real events in CO-SHARE.	No later than June 15, 2025

	18. The Contractor shall submit an After Action Report and Improvement Plan (AAR/IP) in CO-SHARE.	No later than June 15, 2025
Deliverables	19. The Contractor shall submit one updated Emergency Support Function 8 (ESF#8) response documentation in CO-SHARE.	No later than June 15, 2025
	20. The Contractor shall submit proof of attendance to an Access & Functional needs training in CO-SHARE.	No later than June 15, 2025
	21. The Contractor shall submit copies of CVM administrator training certificate(s) with confidentiality agreements in CO-SHARE.	No later than June 15, 2025
	22. The Contractor shall submit the completed mass care template in CO-SHARE.	No later than June 15, 2025
	23. The Contractor shall submit the completed mass fatality template in CO-SHARE.	No later than June 15, 2025
	24. The Contractor shall submit documentation of meetings with the Emergency Manager in CO-SHARE.	No later than June 15, 2025
	25. The Contractor shall submit the updated PHEOP in CO-SHARE.	No later than June 15, 2025
	26. The Contractor shall submit an All-Hazards MYIPP in CO-SHARE	No later than June 15, 2025
	27. The Contractor shall submit the revised communication plan via CO-SHARE.	No later than June 15, 2025

IV. Monitoring:

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

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 10 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this contract.

Exhibit C

FY 25 ANNUAL BUDGET
Contract Routing #: 2025-0139 OC

Agency Name	Prowers County Public Health	**Program Contact Name, Title**	Jo Lynn Idler, EPR Coordinator
		Phone	(719) 336-8721 ext 211
		Email	jidler@prowerscounty.net
Budget Period	FY25	**Fiscal Contract Name, Title**	Meagan Hillman, Director
		Phone	(719) 336-8721 ext 212
		Email	mhillman@prowerscounty.net
Project Name	OEPR-PHEP	**Date Completed**	4/11/2024

Expenditure Categories

Personnel Services / Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
Public Health Director	Oversees all Public Health Functions	$ 111,300.72	$ 21,948.48	5%	$ 6,662.46
EPR Coordinator	Coordination of Emergency Preparedness Response Activities and oversees all Emergency Preparedness Response deliverables as outlined in SOW	$ 56,243.16	$ 16,341.96	19%	$ 13,791.17
Public Health Nurse, BSN	Responsible for Epidemiology deliverables as outlined in SOW	$ 69,638.40	$ 18,189.48	13%	$ 11,417.62
					$ -

Personnel Services / Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	
					$ -
				Total Personnel Services (including fringe benefits)	**$ 31,871.26**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	
Conference Registration	Registration for Public Health Director to NACCHO Preparedness Summit in San Antonio, TX	$ 800.53	1	$ 800.53
Volunteer Insurance	Colorado Techinical Services Inc. (CTSI) Volunteer Insurance	$ 3.60	15	$ 54.00
General Office Supplies	Copies, ID badges and general office supplies	$ 20.00	18	$ 360.00
Food/Snacks	Light meals/snacks provided for attendees of meetings & exercises	$ 175.00	2	$ 350.00
				$ -
			Total Supplies & Operating Expenses	**$ 1,564.53**

Travel

Item	Description of Item	Rate	Quantity	
Mileage	In state mileage to attend local/regional/state meetings and trainings	$ 0.67	799	$ 535.33
Out of State:				$ -
Lodging	Out of State Lodging -Public Health Director to attended NACCHO Preparedness Summit in San Antonio, TX	$ 250.00	5	$ 1,250.00
Flight	Out of State Travel-Public Health Director to attended NACCHO Preparedness Summit in San Antonio, TX	$ 400.00	1	$ 400.00
Meals	Public Health Director to attend NACCHO Preparedness Summit	$ 69.00	5	$ 345.00
Car Rental	Public Health Director to attend NACCHO Preparedness Summit (Split w/Kiowa)	$ 150.00	1	$ 150.00
				$ -
			Total Travel	**$ 2,680.33**

Contractual (payments to third parties or entities)

Contractor Name	Description of Work	Rate	Quantity	
MEP Trained Individual	An individual from the Southeast Region may be hired to plan, develop, implement and document any exercises needed as outlined in SOW	$ 50.00	30	$ 1,500.00
			Total Contractors/Consultants	**$ 1,500.00**
			TOTAL DIRECT COSTS (TDC)	**$ 37,616.12**

Less: Expenses per OMB 2CFR § 200

Contractor in excess of $25,000	$ -
SubAward in excess of $25,000	
Rent	$ -
Equipment	$ -
Other Unallowable Expenses	$ -
Total Reduction Expenses	**$ -**

		MODIFIED TOTAL DIRECT COSTS (MTDC)	$ 37,616.12
Indirect Costs			**Annual Budget**
Indirect Cost	**Description of Item**	**Percentage**	**Total Amount Requested from DCPHR**
Indirect Approved Rate (MTDC)	*2024 CDPHE Certified Negotiated Rate = MTDC*	*15.40%*	$ 5,792.88
		Total Indirect	$ 5,792.88
		TOTAL	$ 43,409.00

Exhibit D

Federal Provisions – Public Health Emergency Prepardness

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

1) **Federal Award Identification.**
   a. Subrecipient: Prowers County Public Health
   b. Subrecipient Unique Entity Identification Number:
      - SAM Unique Entity ID (UEI): Y8C4HSXY95M6
   c. The Federal Award Identification Number (FAIN) is TBD.
   d. The Federal award date is TBD.
   e. The subaward period of performance start date is 7/1/2024 and end date is 6/30/2025.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/01/2024-6/30/2025	**TBD**	**TBD**

   g. Federal award title of project or program: Public Health Emergency Prepardness.
   h. The name of the Federal awarding agency is: The Department of Health and Human Services- Centers for Disease Control and Prevention and the contact information for the awarding official is TBD; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Amanda Hettinger, amanda.hettinger@state.co.us, Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Prepardness.
   j. This award is not for research & development.
   k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
    f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
    g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
    h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.

i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,

o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

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

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

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

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

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE

has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

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

EXHIBIT END

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 11, 2023

Submitter: Meagan Hillman, PH Director

Submitted to the County Administration Office on: 05/22//24

Return Originals to: Meagan Hillman

Number of originals to return to Submitter:1

Contract Due Date: Starts July 1

Item Title/Recommended Board Action:
Consider approval of Task Order and Contract Amendment Number #2, Original Number 23 FAA 00042, 2023*0044 in the amount of $178,294.00, expiration date June 30, 2025 for OPHP Cor Funding and authorizing Public Health Director Meagan Hillman to execute the Contract electronically.

Justification or Background: Annual Core Funding from CDPHE for PH

Fiscal Impact: This item is budgeted in the following account code: _____
County: $_____ Federal: $_____ State: $_____ Other: $_____

Approved by the County Attorney on: 5-24-2024

Additional Approvals (if required):

DocuSign Envelope ID: 4B54B31B-AFE1-4C84-A1B6-201A5935A955

TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment Office of Public Health Practice, Planning & Local Partnerships 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar, Colorado 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar, Colorado 81052-3838
Master Task Order Contract Number 23 FAA 00042 **Task Order Number** 2023*0044	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** July 1, 2022
Task Order Maximum Amount **Initial Term** State Fiscal Year 2023 $372,830.00 $194,161 to calpho $161,312 to Prowers Total for All State Fiscal Years $372,830.00	**Task Order Expiration Date** **June 30, 2023** Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Fixed Price **Contractor Shall Invoice:** Quarterly **Funding Source:** Federal $17,357.00 State $355,473.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific **Procurement Method:** Exempt **Solicitation Number (if any):** Not Applicable
State Representative Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us	**Contractor Representative** Meagan Hillman Public Health Director Prowers County Public Health 1001 South Main Street Lamar, Colorado 81052-3838 mhillman@prowerscounty.net
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Statement of Work Exhibit B Budget Exhibit C Federal Provisions	
Contract Purpose **The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.**	

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE(S)

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Original Contract Number:** 2023*0044
Contractor: Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838	**Amendment Contract Number:** 2023*0044 Amendment #2
Contract Performance Beginning Date: July 1, 2022	**Current Contract Expiration Date:** June 30, 2025

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*0044	$17,357.00	$355,473.00	$0.00	7/1/2022 - 6/30/2023	$372,830.00
Amendment #1	2023*0044 Amendment #1	$17,357.00	$74,787.00	$0.00	7/1/2023 - 6/30/2024	$92,144.00
Amendment #2	2023*0044 Amendment #2	$17,357.00	$160,937.00	$0.00	7/1/2024 - 6/30/2025	$178,294.00
					Current Contract Maximum Cumulative Amount	**$643,268.00**

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Amendment Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

A. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2024**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2025**, whichever is earlier.

4. PURPOSE

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

The Parties now desire to **increase funding and change the Statement of Work;** for the following reasons: **continue services for FY25 extension and amend the statement of work.**

5. MODIFICATIONS

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

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

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

C. The Parties now agree to modify **Exhibit A - Statement of Work** of the agreement. **Exhibit A - Statement of Work** is deleted and replaced in its entirety with **Exhibit**

A - Statement of Work, attached to this Amendment for the following reason: **adding activities.**

D. The Parties now agree to modify **Exhibit B - Budget** of the agreement. **Exhibit B - Budget** is deleted and replaced in its entirety with **Exhibit B - Budget**, attached to this Amendment for the following reason: **update budget for FY25 renewal.**

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

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

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EXHIBIT A

STATEMENT OF WORK

To Original Contract Number 2023*0044 Amendment #2

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

1. Project Description:

This project serves to strengthen Colorado's public health system by ensuring core public health services are available statewide. This project will impact assessment and planning efforts at the state, regional, and local levels facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health. Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment (CDPHE) in maintaining a strong public health system. Each local public health agency (LPHA) shall provide Core Public Health Services, which include Maternal and Child Health (MCH). The scope of the provision of each Core Public Health Service is determined at the local level and may differ across agencies based on community needs, priorities, funding, and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are responsible for assuring state funds are effectively used to provide Core Public Health Services.

2. Definitions:

a. CDS: CYSHCN Data System
b. CYSHCN: Children and Youth with Special Health Care Needs
c. HCP: Program for Children and Youth with Special Health Care Needs

3. Work Plan:

A. Local Core Public Health Services

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, support Core Public Health Services in Colorado.	
Primary Activity #1	1. The Contractor shall provide Core Public Health Services in compliance with the Core Public Health Services Rule 6 CCR 1014-7.
Primary Activity #2	1. The Contractor shall create a Budget.
Primary Activity #3	1. The Contractor shall attend at least one (1) meeting with the Administrative Manager for programmatic updates.
Primary Activity #4	1. The Contractor shall prepare an annual report.

Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by OPHP. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference. 3. The Contractor shall be guided by *Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9*. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do. 4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs. 5. CDPHE will compile data provided by the Contractor to other CDPHE programs to verify services provided or assured. 6. CDPHE will electronically provide the Contractor with a budget template via the OPHP website within 15 business days of contract execution. 7. If needed, CDPHE will schedule at least one (1) meeting with the Contractor for programmatic updates by June 15, 2025. CDPHE will notify the Contractor of the programmatic meeting at least seven business days before the meeting date.	
Expected Results of Activity(s)	1. Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.	
Measurement of Expected Results	1. Data provided in the Contractor's annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.	
		Completion Date
Deliverables	1. The Contractor shall electronically submit a budget to the Administrative Manager in a format provided by OPHP.	No later than September 1
	2. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by OPHP.	No later than June 15

B. Maternal and Child Health Services

Goal #2: Promote healthy outcomes for Colorado women, children, and youth.
Objective #1: No later than the expiration of the contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.

Primary Activity #1	1. The Contractor shall implement evidence-based strategies to improve maternal and child health, including CYSHCN.
Sub-Activities #1	1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS. 2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form. 3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.
Primary Activity #2	1. The Contractor shall either a. participate in the Mid-Year check-in call or b. complete an electronic Mid-Year check-in form.
Standards and Requirements	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. CDPHE will provide updates through regular communication with the contractor. 2. The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA Contracting with OPHP. This information is located on the MCH website, www.mchcolorado.org, and is incorporated and made part of this contract by reference. 3. CDPHE will provide the electronic program templates for the implementation of work represented in this contract: a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due. b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due. c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due. 4. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies. 5. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.
Expected Results of Activity(s)	1. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction
Measurement of Expected Results	1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic Mid-Year Check-in Call or Form. 2. Performance toward MCH objectives (Objective 1) shall be measured through completion of the electronic MCH Annual Reporting Form.
	Completion Date

Deliverables	1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
	2. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
	3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

4. Monitoring:

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

5. Resolution of Non-Compliance:

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

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EXHIBIT B

BUDGET

I. **Entity Name:** Prowers County Public Health

II. **Budget:**

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	TOTAL Payment
July 1 through September 30	$40,234.25	$4,339.25	$44,573.50
October 1 through December 31	$40,234.25	$4,339.25	$44,573.50
January 1 through March 31	$40,234.25	$4,339.25	$44,573.50
April 1 through June 30	$40,234.25	$4,339.25	$44,573.50
Total	$160,937.00	$17,357.00	$178,294.00

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 11, 2023

Submitter: Meagan Hillman, PH Director

Submitted to the County Administration Office on: 05/23//24

Return Originals to: Meagan Hillman

Number of originals to return to Submitter:1

Contract Due Date: July 1, 2024

Item Title/Recommended Board Action:
Consider approval of Contract Amendment #2, Original Contract Number 2024*0049, Amendment Number #2, 2025*0045 in the amount of $81,089.00 for Immunization funding and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.

Justification or Background: Annual Immunization funding

Fiscal Impact: This item is budgeted in the following account code: _____
County: $_____ Federal: $_____ State: $_____ Other: $_____

Approved by the County Attorney on: 5-24-2024

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(S)

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Original Contract Number:** 2024*0049
Contractor: Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 For the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838	**Amendment Contract Number:** 2025*0045 Amendment #2
Contract Performance Beginning Date: July 1, 2023	**Current Contract Expiration Date:** June 30, 2025
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0049	$8,254.00	$22,667.00	$0.00	07/01/2023- 06/30/2024	$30,921.00
Amendment #1	2024*0049	$13,230.00	$0.00	$0.00	11/16/2023- 06/30/2024	$13,230.00
Amendment #2	2025*0045	$17,169.00	$19,769.00	$0.00	07/01/2024- 06/30/2025	$36,938.00
					Current Contract Maximum Cumulative Amount	$81,089.00

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Amendment Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

A. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2024**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2025**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Parties now desire to renew for an additional term and change the current Contract Maximum Total for the following reason: to issue the fiscal year 2025 Statement of Work, Budget and Federal Provisions.

5. MODIFICATIONS

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

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

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

C. The Parties now agree to modify Exhibit B – Statement of Work of the agreement. Exhibit B – Statement of Work is deleted and replaced in its entirety with Exhibit B- Statement of

Work, attached to this Amendment for the following reason: to issue the fiscal year 2025 Statement of Work.

D. The Parties now agree to modify Exhibit C - Budget of the agreement. Exhibit C - Budget is deleted and replaced in its entirety with Exhibit C - Budget, attached to this Amendment for the following reason: to issue the fiscal year 2025 Budget.

E. The Parties now agree to modify Exhibit D- Federal Provisions of the agreement. Exhibit D – Federal Provisions is deleted and replaced in its entirety with Exhibit D- Federal Provisions, attached to this Amendment for the following reason: to reflect changes to the federal award identification information for fiscal year 2025.

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.

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EXHIBIT B

STATEMENT OF WORK
To Original Contract Number: 2024*0049
Amendment Contract Number: 2025*0045 Amendment #2

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

II. Project Description: This project serves to maintain immunization awareness and increase vaccination rates in Colorado. Local public health agencies will assure core immunization services, according to established best practices and standards, to improve the health of individuals and communities. The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

III. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. Bridge Access Program: CDC project to provide access to COVID-19 vaccines to uninsured and underinsured adults.
3. CALPHO Colorado Association of Local Public Health Officials
4. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
5. CCR: Code of Colorado Regulations
6. CDC: Centers for Disease Control and Prevention
7. CDPHE: Colorado Department of Public Health and Environment
8. CIB: Colorado Immunization Branch
9. CIIS: Colorado Immunization Information System
10. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
11. Deputization: The formal delegation of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency.
12. DTaP: Pediatric diphtheria, tetanus, and pertussis vaccine.
13. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
14. FAQ: Frequently Asked Questions
15. FQHC: Federally Qualified Health Center
16. Insured: A person who is covered by health insurance.
17. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
18. LPHA: Local public health agency
19. MMR Measles, mumps, and rubella vaccine.
20. MMR and DTaP database: An electronic, CDPHE tool that provides access to county-level measles, mumps, rubella, diphtheria, tetanus and pertussis vaccine coverage data.

21. MOU: Memorandum of Understanding
22. RHC: Rural Health Center
23. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.
24. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
25. VFC: Vaccines for Children
26. VPD: Vaccine-preventable disease
27. WIG: Wildly Important Goal - a current strategic priority of CDPHE

IV. Work Plan:

<table>
<tr><td colspan="2">Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.</td></tr>
<tr><td colspan="2">Objective #1: No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.</td></tr>
<tr><td>Primary Activity #1</td><td>The Contractor shall implement core immunization services within its jurisdiction.</td></tr>
<tr><td>Sub-Activities #1</td><td>1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels:
a. VFC vaccines available through the VFC program for the eligible population served.
b. Section 317 vaccines available through the Section 317 program for the eligible population served.
c. Privately-purchased vaccines available for the eligible insured population served.

2. The Contractor shall assure immunizations are provided within the jurisdiction.

3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine.

4. The Contractor shall report immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration.

5. The Contractor shall promote use of CIIS to providers and schools in the jurisdiction.

6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information:
a. Children 19-35 months of age no later than 30 days after distribution by CIB
b. Adolescents 13-17 years of age no later than 30 days after distribution CIB
c. Compare to the CDC National Immunization Surveys; Child and Teen and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB.</td></tr>
</table>

	7. The Contractor shall provide immunization subject matter expertise to the following: a. decision makers b. policy makers c. health care providers d. the public 8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following: a. immunization disparities by race b. immunization disparities by ethnicity c. immunization disparities by socio-economic status d. immunization disparities by disability status 9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following: a. consumers b. health care providers c. staff who administer immunizations d. policy makers 10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following: a. consumers b. health care providers c. staff who administer immunizations d. policy makers 11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following: a. consumers b. healthcare providers c. staff who administer immunizations d. policy makers 12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria: a. The Contractor shall promote seasonal influenza vaccine with new organizations. b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations. c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations. 13. The Contractor shall maintain a deputization MOU with an FQHC/RHC. 14. The Contractor shall deliver information to schools and CCCs about the *Colorado State Board of Health Rule 6 CCR 1009-2* annual reporting requirement. a. The Contractor shall follow up with schools who fail to report data. b. The Contractor shall follow up with CCCs who fail to report data. 15. The Contractor shall support a network of VFC providers.

	a. The Contractor shall perform ongoing recruitment of new VFC providers. b. The Contractor shall educate current VFC providers about the VFC program requirements. 16. The Contractor shall implement core immunization services in response to cases of VPD in the jurisdiction. 17. The Contractor shall maintain staff readiness for a VPD outbreak. 18. The Contractor shall participate in CIB Immunization calls for up-to-date information. a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor is unable to attend the call. 19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.
Objective #2: No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
Primary Activity #1	The Contractor shall utilize immunization strategies to address strategic priorities.
Sub-Activities #1	1. The Contractor shall utilize immunization strategies to address underimmunization in populations. 2. The Contractor shall review the list of strategies from *Strategies to improve Colorado vaccination rates* (in Standards and Requirements section). 3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: a. Health care providers b. Pharmacists c. Long-term care facility staff d. Infection control specialists e. School officials f. The public
Objective #3: No later than the expiration of this contract, implement activities to maintain access to COVID-19 vaccines for uninsured and underinsured adults.	
Primary Activity #1	1. The Contractor shall offer the Bridge Access Program to provide COVID-19 vaccines for uninsured and underinsured adults.
Sub-Activities #1	2. The Contractor shall participate in the Bridge Access Program to provide COVID-19 vaccines to uninsured and underinsured adults. a. The Contractor shall offer COVID-19 vaccines alongside other routine vaccines. 3. The Contractor shall schedule a minimum of one (1) monthly vaccination clinic during evening hours (after 5:00pm) to increase access. 4. The Contractor shall promote a minimum of one (1) monthly vaccination clinic scheduled during evening hours (after 5:00pm) to increase access. 5. The Contractor shall conduct a minimum of one (1) monthly vaccination clinic during extended evening hours (after 5:00pm) to increase access. 6. The Contractor shall schedule a minimum of one (1) monthly vaccination clinic during weekend hours to increase access. 7. The Contractor shall promote a minimum of one (1) monthly vaccination clinic scheduled during weekend hours to increase access.

	8. The Contractor shall conduct a minimum of one (1) monthly vaccination clinic during weekend hours to increase access. 9. The Contractor shall promote publicly funded COVID-19 vaccines available through the following programs: a. VFC b. Bridge Access Program
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall use the final results of the *CDC National Immunization Surveys: Child and Teen* and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates. 3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the *CIIS Letter of Agreement* found within the online CIIS Resource Center located on the following website, https://www.cophr.com/emrlogin.asp. The content of this website is incorporated and made part of this contract by reference. 4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference. 5. The Contractor shall promote compliance with school immunization rules within the *Colorado State Board of Health Rule 6 CCR 1009-2* located on the following website, https://drive.google.com/file/d/1lUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view. This document establishes immunization standards and is incorporated and made part of this contract by reference. 6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, Colorado Health Informatics Data Systems at https://www.healthinformatics.dphe.state.co.us. The content of this website is incorporated and made part of this contract by reference. 7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction. 8. The Contractor shall provide signed VFC recertification packet and agreements when providing VFC vaccines for the jurisdiction. The recertification packet will be provided by CIB. 9. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction. 10. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine and Bridge Access Program COVID-19 vaccine as

	provided by CIB policy and via email when providing 317 and Bridge Access Program COVID-19 vaccines for the jurisdiction. 11. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity, socio-economic status, and/or disability status from *Strategies to improve Colorado vaccination rates* located on the following website, https://drive.google.com/file/d/1dYouAyuWmrzS1P8RQ7ZPl0uryuKfcC-5/view?usp=sharing The content of this website is incorporated and made part of this contract by reference. 12. The Contractor shall use deputization MOU guidance as provided by CIB via email. 13. CDPHE will provide programmatic technical assistance to the Contractor, upon request. 14. The Contractor shall complete an electronic quarterly progress report using the *FY25 Immunization Core Services Quarterly Progress Report,* via the following website, https://fs9.formsite.com/ColoradoIMMprogram/FY25-LPHA/index The content of this website is incorporated and made part of this contract by reference. 15. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable. 16. The content of this website is incorporated and made part of this contract by reference. 17. The Contractor shall utilize strategies of *CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020* located on the following website,https://drive.google.com/file/d/13WfziCLlym01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing This document establishes immunization standards and is incorporated and made part of this contract by reference. 18. The Contractor shall access the MMR and DTaP Dashboard at https://cohealthviz.dphe.state.co.us/t/DCEED_Public/views/LPHAMMRDTaPGoals/MMRFluTracking?%3Aembed=y&%3Aiid=1&%3AisGuestRedirectFromVizportal=y to track immunization coverage in their jurisdiction. 19. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG. 20. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract. 21. The CIB will maintain the LPHA Core Immunization Services FAQ document at https://docs.google.com/document/d/1k0Mx4smtcmit73nHwEDe9OW3Sip919D6TacM2ES0y9w/edit?usp=sharing to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference. 22. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.

	23. The Contractor shall complete an electronic monthly report using the *FY24-25 COVID Bridge Access Progress Report* via the following website, https://fs9.formsite.com/ColoradoIMMprogram/BridgeAccess/index The content of this website is incorporated and made part of this contract by reference.	
Expected Results of Activity(s)	1. Immunizations are offered within the Contractor's jurisdiction. 2. Immunizations are promoted within the Contractor's jurisdiction. 3. Immunizations are administered within the Contractor's jurisdiction.	
Measurement of Expected Results	1. Data contained in the Immunization Rates Report. 2. Data contained in the CDPHE MMR and DTaP Dashboard. 3. Data contained in quarterly progress reports.	
		Completion Date
Deliverables	1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.	No later than 30 business days following the receipt of the recertification packet
	2. The Contractor shall submit an electronic quarterly progress report using the *Immunization Core Services Quarterly Progress Report.*	No later than 15 calendar days following the last calendar day of September, December, March and July
	3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.	No later than seven (7) days following vaccine administration
	4. The Contractor shall report the number of evening and weekend clinics each month using the *FY24-25 COVID Bridge Access Progress Report*	No later than 15 calendar days following the last calendar day of the month

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.

VI. Resolution of Non-Compliance:

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

completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

To Original Contract Number: 2024*0049	
Original Budget	
Immunization Activities: Prowers County Public Health	
Federal Funds	8,241
State Funds	19,769
Federal Funds – Bridge Program	8,928
Total Amount	36,938

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Exhibit D

Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children

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

1) **Federal Award Identification.**
   a. Subrecipient: Prowers County Public Health
   b. Subrecipient Unique Entity Identification Number:
      - SAM Unique Entity ID (UEI): Y8C4HSXY95M6
   c. The Federal Award Identification Number (FAIN) is NH23IP922600
   d. The Federal award date is TBD.
   e. The subaward period of performance start date is TBD and end date is TBD.
   f. Federal Funds:

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

   g. Federal award title of project or program: Immunization and Vaccines for Children.
   h. The name of the Federal awarding agency is: The Department of Health and Human Services – Centers for Disease Control and Prevention and the contact information for the awarding official is Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341,770-433-3973; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Heather Roth, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2289.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **# 93.268** and the grant name is Immunization and Vaccines for Children.
   j. This award **is not** for research & development.
   k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

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

3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.

5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

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

9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.

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

11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

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

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

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

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

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

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

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

EXHIBIT END

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/11/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 5/24/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
"Consider approval of CMS#: 25 IHFA 191027 Between Prowers County Department of Human Services and the Colorado Department of Human Services for the Operation of the Hotline County Connection Center for the 2025 State Fiscal Year in the amount of $1,148,162.64 and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the contract via DocuSign."

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!

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 25 IHFA 191027	**eClearance#:** 2408316
State Agency Colorado Department of Human Services Office of Children, Youth and Families Department of Child Welfare	**Contractor** Prowers County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2025 1,148,162.64 Maximum Amount for All Fiscal Years $1,148,162.64	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2024 **Initial Contract Expiration Date** June 30, 2025 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed Five Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: General Fund	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Insurance	**Miscellaneous**
Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **No** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **No** Crime Insurance: **No**	Authority to enter into this Contract exists in: C.R.S § 26-1-111. Law-Specified Vendor Statute (if any): NA Procurement Method: Exempt Solicitation Number (if any): NA
State Representative Ann Williams Department of Human Services, Division of Child Welfare, 1575 Sherman Street, Denver CO, 80203, 720-762-7890 ann.williams@state.co.us	**Contractor Representative** Lisa McCullough, CFO, Prowers County Department of Human Services P. O. Box 1157, Lamar, CO 81052, 719-336-7486, lmccullough@prowerscounty.net

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Scope of Work
Exhibit B - Budget
Exhibit C - HIPAA BUSINESS ASSOCIATE AGREEMENT

Contract Purpose
Prowers County will route callers to the appropriate county when the Child Welfare Abuse and Neglect Routing System's IVR (Integrated Voice Recognition) system cannot recognize the name of the county; accept calls on behalf of a county or group of counties; or provide back-up support services for calls routed directly to a county

Signature Page Begins On Next Page

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR	**STATE OF COLORADO**
Prowers County Department of Human Services	Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
By: Lanie Meyers-Mireles Director, Department of Social Services for Prowers County Date: _____	By: Minna Castillo, Deputy Director of Community Partnerships Date: _____
2nd State or Contractor Signature if Needed	**LEGAL REVIEW** Philip J. Weiser, Attorney General
By: Date: _____	By: _____ Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Telly Belton/Toni Williamson

Effective Date: _____

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall

terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

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

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

I. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

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

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

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

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

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

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

P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

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

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S.. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth in § 24-74-102, et. Seq., C.R.S.

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

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

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

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

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

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

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

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

BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of

Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration

or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET

FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

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

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,

confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. Additional Insured

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

I. Primacy of Coverage

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

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

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

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than

15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

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

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by

the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor

Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).
ii. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

v. Accessibility

a. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

b. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

c. Accessibility Indemnification: Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be

null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

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21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

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

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

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Division of Contracts and Procurement

22. FEDERAL PROVISIONS

A. APPLICABILITY OF PROVISIONS.

i. This Federal Provisions section shall apply in the event that the Contract is funded, in whole or in part, with an Award of Federal funds. Contractor shall confirm with their CDHS Contact for their Contract if this Contract is funded in whole or in part by federal funds. Where Federal funds are not used to fund this Contract, then this Federal Provisions section shall not apply, but remains in this Contract due to the template nature of this Contract.

ii. If the Contract is funded in whole or in part with Federal funds, and in the event of a conflict between this Federal Provisions section, the Special Provisions, the body of the Contract, or any attachments or exhibits made a part of the Contract, the provisions of this Federal Provisions section shall control. Exceptions to this are as follows:

a. If the Supplemental Provisions for Federal Awards Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the Supplemental Provisions for Federal Awards exhibit shall control over the provisions of this Federal Provisions section.

b. If the SLFRF Subrecipient Provisions Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the SLFRF Subrecipient Provisions Exhibit shall control over the provisions of this Federal Provisions section.

B. COMPLIANCE.

i. Contractor shall comply with all applicable provisions of the Transparency Act (the Federal Funding Accountability and Transparency Act of 2006 [Public Law 109-282], as amended by section 6202 of Public Law 110-252) all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

C. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

i. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

ii. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at http://www.sam.gov at least

annually after the initial registration, and more frequently if required by changes in Contractor's information.

D. **CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.**

i. **Contracts for more than the simplified acquisition threshold,** which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is $250,000

ii. **All contracts in excess of $10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

iii. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public

work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

v. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216

a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

xi. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

xii. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

xiii. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of

Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

E. **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT**

i. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:

a. For Fixed Price Contracts: FAR 52.249-2 (2023)

b. For Contracts for Personal Services: FAR 52.249-12 (2023)

c. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)

d. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

F. **EVENT OF DEFAULT.**

i. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

DocuSign Envelope ID: B73B106D-5C79-4944-AE8C-7DF55F057D7C

Exhibit A - Scope of Work

CMS #: 25 IHFA 191027

A. PURPOSE AND SCOPE:

This Inter Governmental Agreement (IGA) is between the Colorado Department of Human Services ("CDHS" or "the Department") and Prowers County (herein referred to as "Contractor" and "HCCC"). Prowers County shall route reporters to the appropriate county when the Child Welfare Abuse and Neglect Routing System's IVR (Integrated Voice Response) system cannot recognize the name of the county spoken by the caller. The Contractor shall be prepared to provide a variety of Telephone Answering Services (Section C.4 below) on behalf of counties.

B. BACKGROUND AND NEED:

Per Colorado Revised Statute ("CRS") 26-5-111, CDHS created a statewide child welfare abuse and neglect reporting hotline ("hotline") to ensure that all citizens of Colorado who observe or become aware of child maltreatment are able to report their concerns easily, 24 hours a day, 7 days a week ("24/7"). The new statewide hotline system will include a helpdesk, referred here into as the Hotline County Connection Center (HCCC), which will provide live call-takers to assist reporters as needed. The HCCC will be a separate entity operated and managed by the Contractor based on the provisions, terms and conditions as set forth in this agreement and associated Statement of Work (SOW).

C. CONTRACTOR'S PERFORMANCE & DELIVERABLES:

1. Deliverables

When reporters call the toll-free statewide hotline (844-CO4-KIDS), reporters will be asked to state the name of a county, and the system will route the call to that county. Any unrecognized county names will result in the caller being routed to the HCCC. Those reporters will be sent to an available HCCC call-taker (Intake Specialist) based on availability and the last time the call-taker received a HCCC call, similar to an automatic call distributor (ACD). Unless otherwise requested by CDHS, the HCCC's primary function will be to route reporters to the appropriate county.

Therefore, the Contractor shall do the following in order to route calls:

1. Establish and maintain a location to operate the hotline, including all necessary furniture, computer equipment, emergency backup services, and secure internet access.
2. Hire and maintain sufficiently qualified and trained supervisors and call-takers.
    a. Conduct the following background checks on all HCCC staff:
        i. Trails Background Check
        ii. Sex Offender Background Check
        iii. Drug Screen
        iv. A criminal history background check proposed by the Contractor and approved by CDHS.
        v. Local Law Enforcement is an acceptable source.
3. Accept telephone calls by live call-takers stationed at a virtual contact center that operates 24 hours a day, 7 days a week
    a. The HCCC staffing levels shall be adequate to handle call volume according to the customer service requirements articulated in Section 8 of this statement of work.
    b. Staffing for each shift will be a minimum of two call-takers.
4. Utilize computers with internet access to log into, receive calls through, and document call information in the TRAILS database

5. Based on a script provided CDHS, the HCCC will assist reporters by identifying the appropriate county, documenting initial caller information then cold transfer to the appropriate county's child abuse and neglect reporting line (queue).
    a. Cold transfer is a call transfer in which the HCCC call-taker transfers a call to the designated county number/queue without announcing the call.
6. Maintain call handling protocol lists for all 64 counties and 2 tribes.
    a. The list shall document the hours of operation (including after hours, weekends and holidays), the call handling options for that county or tribe, list of supervisors, appropriate case workers, hotline workers, or other resources as designated by the county or tribe.
7. Contractor shall ensure there are no less than two call-takers on duty to receive calls from reporters.
8. The Contractor shall comply with the State's information security policies.
9. The Contractor shall comply with CDHS' HIPAA Privacy and Security policies.

2. Services to reporters who are deaf or have hearing impairments

1. The Contractor shall assist reporters who utilize relay services such as TeleTYpe (TTY), Telecommunications Device for the Deaf (TDD), or another emerging technology.
2. HCCC call-takers shall be well versed in TTY, TDD, relay services, or other emerging technologies so as to seamlessly provide HCCC services to the reporters who are deaf, hearing impaired or have other impairments to effectively communicate their concerns.

3. Translation Services

1. In the event that translation services are required, HCCC call-takers will need to conference in the translation service provider, collect the needed information then transfer the reporter to the appropriate county advising the county of the language barrier. The State of Colorado has a preferred vendor for translation services that may be used for this project. Information regarding the vendor and how to access their services will be provided to the Contractor.

4. Information Gathering Services

1. If requested by a county, the Contractor shall provide Telephone Answering Services (also known as Information Gathering services) on behalf of the county department(s) child abuse and neglect hotline on a 24 hours a day basis (seven days a week, including holidays and weekends); after hours only (considered all non-business hours); or on an as-needed basis (temporary while the county is experiencing weather related outages, resource shortages, technical outages and other issues affecting he counties ability to receive calls from reporters). In these cases, the Contractor shall provide initial review services as defined in Volume 7 Rules (Code of Colorado Regulations 12-CCR-2509-2), and Colorado Revised Statutes, Title 19, the Children's Code. The Contractor shall staff the HCCC with supervisors and call-takers that have received Hotline worker/supervisor training and are certified as a Hotline worker/supervisor through the Child Welfare Training System. A list of certified worker/supervisor shall be made available on request. The HCCC's Hotline certified call-takers shall in these cases, the Contractor shall:
    a. Hire and maintain sufficiently qualified and trained supervisors and call-takers to complete these additional functions.
    b. Collect appropriate information from the reporters as required by CDHS and document in the Trails database.

c. Notification will be provided to the county following the notification guidelines as established by CDHS and or in Rule.
    i. During business hours, notify the County of receipt of a child abuse and neglect report via email and document the notification in the Trails database
    ii. During after-hours (hours outside of the county's normal operating hours), the HCCC will make appropriate documentation then transfer reporters to the non-contracted county's queue.
d. If the county has contracted for Information Gathering Services (also known as Call Coverage Services) the HCCC will manage the call accordance with the Memorandum of Understanding (MOU) established between the county and the HCCC and confirmed by CDHS.
e. The Contractor will provide Information Gathering Services for counties once they have been approved by the Department of Human Services Executive Director and have entered into a mutually agreeable MOU that has been reviewed and confirmed by a CDHS Hotline designee.
f. The HCCC will manage the development of the MOU and work with the county to get the necessary approvals.
g. The State designated Hotline Staff member must confirm the MOU does not conflict with CDHS protocols, standards, policies and Rule.
h. Reimbursement for the cost of providing these services will be negotiated and managed between the HCCC and the county via the MOU.
i. The Contractor will maintain responsibility for ongoing management of the MOU and associated reimbursement processes.
j. The Contractor will be given advance notice of a county's request and time to accommodate their request.
k. Establish rapport with reporters and employ interviewing techniques to gather information related to child abuse and neglect
l. Follow notification process as set forth in rule and by CDHS
m. During business hours, notify the county of receipt of a child abuse and neglect report via email, and/or personal notification when needed.
n. During afterhours, call the county to notify them of receipt of a child abuse and neglect report. If county is unavailable, continue to pursue contact, but send an email to ensure they do get notice. The email does not replace the need for personal contact during afterhours.
o. Transfer the referral to the appropriate county in the state automated case management system
p. Obtain confirmation from county that the notification of a report referral has been received.
q. Document the information regarding notification in the Trails system

5. Documentation Requirements

The Contractor shall utilize the TRAILS database to input information about all calls received through the HCCC. The information that must be captured is outlined in Volume 7 Rules, and as required by CDHS. At minimum the information should include:

- Is the call related to child welfare?
- Did the call require relay services for the deaf or hearing impaired?
- Translation or Language assistance services?
- Where the call was routed?

6. Training Requirements

1. The Contractor shall ensure all call-takers and supervisors are Child Welfare Hotline Certified and such certification must be maintained by meeting the State training requirements.
2. The Contractor shall train their personnel in the proper methods and techniques required to properly and satisfactorily accept phone calls, relay information, and employ customer service skills to interact with reporters, state and county staff in a professional and courteous manner.
3. The Contractor shall also train call-takers on HIPAA compliance.
4. All HCCC call-takers shall be thoroughly trained on the operations of the hotline system's call platform, TRAILS database, and any other system necessary to provide the Services outlined above. HCCC staff must be trained prior to taking calls.
    a. Training will be available through CDHS.
5. If requested by a county, or counties, to provide any type of Telephone Answering Services on their behalf, the Contractor shall ensure it has a sufficient number of Hotline Certified call-takers and supervisors to provide the services articulated above in the back-up initial review services requirement.
    a. Hotline call-taker/supervisor training will be available through the Child Welfare Training System
6. These requirements are subject to change. The Contractor has the ability to access on-going training through the Child Welfare Training System when policy or procedure changes warrant new training. CDHS will negotiate changes with the contractor.

8. Customer Service and Quality Assurance Requirements

1. The Contractor and all subcontractors shall be responsible for knowing and being in compliance with applicable Volume 7 rules, as well as Colorado Revised Statutes, Title 19, the Children's Code.
2. The Contractor must have a sufficient number of Hotline Certified call-takers available at all times to achieve the goals listed on the following measures on average and during peak call times:
    a. Answer and attend to all calls within an accumulative average of 60 Seconds
    b. Ensure call abandonment rate does not exceed the accumulative average of 3%
    c. Provide notification of a report taken within 2 hours 95% of time.
    * All three are based on accumulative totals.
3. A goals review will occur quarterly, unless an alternate schedule is required by CDHS.
    a. CDHS may conduct quality assurance reviews of the HCCC's call recordings to assess the HCCC's quality of service.
    b. The Contractor's performance under this IGA will also be monitored by CDHS for meeting the following criteria, and may involve input from stakeholders:
        i. **SAFETY:** Degree to which contractor complied with applicable safety regulations for this project as described in the IGA.
        ii. **CUSTOMER SERVICE:** Degree to which contractor was responsive to CDHS' requests for assistance.
        iii. **COMPLIANCE:** Degree to which the Contractor conducts work in compliance with applicable Volume 7 Rules.
        iv. **QUALITY:** Degree to which products and/or services meet or exceed standards set forth in the IGA, including exhibits and attachments thereto (collectively, "Intergovernmental Agreement or Interagency Agreement").

v. **TIMELINESS**: Degree to which contractor supplied products or services within the time frames identified in the IGA.
vi. **QUANTITY**: Degree to which the contractor supplied products and services meeting the specifications and in the amounts set forth in the IGA.
vii. **FLEXIBILITY:** Degree to which contractor adjusted to CDHS' changing needs.
viii. **TECHNOLOGY:** Degree to which contractor utilized current technologies to deliver and support products and services specified in the IGA.
ix. **SUPPORT:** Degree to which the HCCC monitored the HCCC number (303-866-3004) and provided support to Counties and/or call-takers experiencing technical difficulties or the need for added services.
x. **COST**: Degree to which the Contractor complied with the cost limitations specified in this agreement

c. Fiscal Monitoring shall consist of a desk audit of source documentation and previously submitted invoices. The fiscal monitoring shall happen at least once a year. CDHS will provide guidance regarding source documentation and fiscal monitoring guidelines.
d. CDHS shall have thirty (30) calendar days from the date that a performance review has been conducted, to evaluate the work. If CDHS believes in good faith that performance fails to meet the specifications, or is otherwise deficient, then CDHS shall notify the Contractor of the failure or deficiencies in writing within fifteen (15) calendar days of: I) the date the performance, if CDHS is aware of the failure or deficiency at the time; or 2) the date CDHS becomes aware of the failure or deficiency. The above time frame shall apply to all performance and/or deliverables, except for those deliverables that have a different time negotiated in writing pursuant to CDHS' fiscal rules.

4. The Contractor shall conduct its own quality assurance reviews by listening in on live calls or call recordings to ensure reporters routed to the HCCC receive timely, efficient, friendly and thorough service.
5. If the Contractor is requested to provide Telephone Answering Services (see section C.4), for a count, the Contractor will be held to the same performance expectations as Colorado counties including:
    a. Timely documentation of information in the statewide Trails database system
    b. Use of enhanced screening to ascertain risk and protective factors
    c. Use of other state information systems to search for information relevant to individuals identified in reports of abuse

9. Telecommunications and Information Technology Requirements

The Contractor shall procure and maintain all equipment necessary to provide the services outlined in statement of work. The information systems referenced in this Contract, such as the state automated case management system, are web-based applications, to which the Contractor will have access depending on the type of service requested by counties.

The Contractor shall meet or exceed the minimum telecommunications and information technology requirements needed to be compatible with the statewide hotline system. These requirements include the following:

1. The service provider's telephone system must have direct inward dialing (DID), and each HCCC call-taker must have their own DID numbers.
2. Data connectivity requirements include no less than the following:

a. HCCC call-takers' bandwidth needs: peak 333Kb, 270Kb Steady State after login
b. HCCC supervisors' bandwidth needs: 1200Kb peak and steady state
c. Necessary and appropriate applications, browsers and connectivity to perform the functions outlined in this agreement.

3. The Contractor shall ensure they are utilizing current technologies and associated applications to be able to receive calls and process them accordingly within the Trails database.
4. Maintain current and updated applications and software necessary to meet the requirements of the SOW.
5. The Contractor must submit access forms to the Governor's Office of Information Technology ("OIT") for each HCCC call-taker that requires access to the state automated case management system and any other State of Colorado information system needed to provide the services outlined in this Contract. These access forms must be submitted to OIT at least two weeks prior to when the call-taker will need access to the information systems.
6. The Contractor shall comply with the State's information security policies.
7. The Contractor shall comply with CDHS' HIPAA Privacy and Security policies.

10. Transition Planning

At the end of the IGA period, CDHS reserves the right to transition the HCCC to an alternate service provider or to CDHS. The Contractor shall create and maintain a transition-out plan that clearly describes what is to be done upon agreement of transition. Upon termination of the IGA for any reason, the Contractor shall provide reasonable advance notice and assist the Department in transferring responsibility for providing these services either to an alternative service provider or to the Department itself. The Contractor shall make every effort to ensure the transfer is completed in a manner that prevents reporters or state and county staff from experiencing any interruption in service.

11. Emergency Planning

The Contractor shall develop and keep updated an Emergency Services Plan that ensures operation 365 days a year on a 24-hour basis. The plan shall include specific steps to overcome:

- Power Outages
- Network Outages (telephone lines and trunks, LAN and WAN)
- Telephone Outages
- Resource Shortages (shortage of people to meet performance requirements)
- Computer Outages
- Weather-Related Disasters
- Loss of Facilities

12. Change Management.

The contractor shall:

1. Agree that any changes greater than 20% between Non-Personnel Services related budget categories must have prior written approval from the designated CDHS contact responsible for overseeing this agreement.
2. Any changes greater than 5% for Personnel Services related budget line items, must have prior written approval from the designated CDHS contact responsible for overseeing this agreement must have prior written approval from the designated CDHS contact responsible for overseeing this agreement.
3. Any request for a modification to the budget shall be submitted at least 90 days prior to the end of the contract period and may require an amendment.

4. Contractor will provide a projected budget to CDHS no later than January 7th of each year providing detailed explanation for any increases and requests for addition funding. It is understood such requests are not guaranteed, but will be seriously reviewed and addressed by CDHS.

13. Travel Stipulations

Travel is expected to be minimal, and shall be reimbursed at the prevailing state rate.

14. Performance Measures Overview

1. Contract Performance Measures

   The parties will identify and agree upon up to 5 Performance Measures for use by the Parties hereunder.

   1. Measures:

      a. Answer and attend to all calls within an accumulative average of 60 Seconds.
         i. Ensures that reporters can expect to reach a live person in a reasonable amount of time when making a report. This will help prevent reporters from deciding not to leave a report.
         ii. Help HCCC access whether they need additional resources to answer incoming calls.

      b. Ensure call abandonment rate does not exceed the accumulative average of 3%
         i. Provides key measure when forecasting the necessary resources to meet the demand to make reports.

      c. Provide notification of a report taken within 2 hours 95% of time.
         i. Helps with counties meeting their timeliness of response goals by ensuring reports are delivered in a timely manner so they can be properly accessed.

      * All three are based on accumulative totals.

2. As to each Performance Measure, the Contractor shall collect and report to the State within 5 business days of each month for 12 months, performance data utilizing reporting tools, data collection protocols, and forms that are mutually agreed to. At minimum the HCCC will utilize the following format and example:

Entity	Total Calls	Abandoned % *	Avg Accept Time *	CA/CN Reports	Avg Submit Time (min)	% < 2 HRS
HCCC JAN	4,045	0.96%	0:00:25	1,549	42	98.10
HCCC FEB	4,427	0.45%	0:00:18	1,534	40	98.50
HCCC YTD	8,472	0.71%	0:00:22	3,083	41	98.30
TARGET	**N/A**	**> 3.0%**	**> 0:60:00**	**N/A**	**N/A**	**> 95%**
% of ATTAINMENT	**N/A**	**100%**	**100%**	**N/A**	**N/A**	**100%**

15. Payment Terms

Payment will be made within 45 days of the State's receipt of a valid invoice for the time and effort to conduct the work of this Contract and the invoice will be approved by CDHS. At a minimum the invoice shall include an itemized statement of services, including rates/hours for FTEs

16. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by CDHS, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Contract Maximum Amount Available per Fiscal Year.

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Exhibit B - Budget

CMS #: 25 IHFA 191027

OPERATING EXPENDITURES SUMMARY

PERSONNEL SERVICES - SALARY & FRINGE	$	931,122.30
TRAVEL	$	500.00
SUPPLIES & OPERATING	$	27,000.00
OTHER SERVICES AND/OR SUBCONTRACTORS	$	32,780.00
MAINTENANCE	$	7,000.00
INDIRECT	$	149,760.34
TOTAL COST	$	1,148,162.64

PERSONNEL SERVICES - SALARY & FRINGE

Position Title / Employee Name	Salaries Estimated Increases for 2025	Description of Work	Gross Salary	Fringe FICA, Retirement, Insurance	Total Gross Salary + Fringe
Program Manager	5%	Administration, management, supervision, oversight of the hotline operations, management of hotline budget, oversight of the training certification processes, management of the data and CQ1	$ 68,250.00	$ 18,065.63	$ 86,315.63
Supervisor X 2 FTE	5%	Supervision of call-takers, traininig, evaluation of staff, quality assurance	$ 110,492.00	$ 32,841.24	$ 143,333.24
Call-Takers					
Day Shift	5%	$16.56/Hour x 5 FTE	$ 177,528.00	$ 69,617.29	$ 247,145.29
Night Shift	5%	$17.64/Hour X 4 FTE	$ 151,257.60	$ 56,862.09	$ 208,119.69
Weekend Shift	5%	$17.64/Hour X 3.4 FTE	$ 128,568.96	$ 48,332.77	$ 176,901.73
Back-up Coverage	5%	$17.64/Hour X 1 FTE	$ 37,814.40	$ 14,215.52	$ 52,029.92
Overtime		3% of Call Taker gross salary	$ 14,855.07		$ 14,855.07
Unemployment Insurance	.3% of Gross pay	.3% of Gross Pay	$ 2,021.73		$ 2,021.73
Employee Hiring Costs	None	$100/Employee Screening Costs	$ 400.00		$ 400.00
		Total Personnel Services	**$ 691,187.76**	**$ 239,934.54**	**$ 931,122.30**

TRAVEL

Item	Description of Item	TOTAL
Travel	Ongoing Travel: 5,400 Miles @ .58	$ 500.00
Lodging	12 x $200/Day	$ -
Per Diem	$50/Day @ 24 Days	$ -
	Total Travel	**$ 500.00**

SUPPLIES & OPERATING

Item	Description of Item	TOTAL
Supplies	$400/month x 12 mos.	$ 4,800.00
Rent	$750/month x 12 mos.	$ 9,000.00
Cell Phones	4 phones+6 remote hotspots+27 additional data packages per mandate $1100/month	$ 13,200.00
	Total Supplies & Operating	**$ 27,000.00**

OTHER SUPPLIERS AND/OR SUBCONTRACTORS

Item	Subcontractor / Entity Name	TOTAL
IT Services	Mirage Technologies	$ 32,000.00

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Records Shredding	Mobile Records Shredders $65.00 Month	$ 780.00
	Total Suppliers and Subcontractors	**$ 32,780.00**
MAINTENANCE		
Item	**Subcontractor / Entity Name**	**TOTAL**
All Equipment	Ongoing Maintenance and Replacement Costs	$ 7,000.00
	Total Maintenance	**$ 7,000.00**
INDIRECT		
Item	**Description of Item**	**TOTAL**
	Indirect Cost calculated at 15% for Administrative, Accountin, Human Resources,	$ 149,760.34
	Total Indirect	**$ 149,760.34**
	TOTAL COSTS	**$ 1,148,162.64**

Calculation Assumptions

Benefits: Retirement and FICA are fixed amounts.

Unemployment Insurance is fixed at .3%

	Days	Nights
Average wages call takers	**$ 17.07**	**$ 18.18**

Screening/Hiring costs are based on turnover rates.

CMS #: 25 IHFA 191027

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT C - HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of

Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

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

o. Business Associate's Insurance and Notification Costs.

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

A. loss of PHI data;

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

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

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

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

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

p. Subcontractors and Breaches.

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

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

q. Data Ownership.

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

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient,

in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

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Division of Contracts and Procurement

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

   i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

   i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

   i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

   i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

   i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

   i. Reserved.

Exhibit D - OCYF Nondiscrimination Policy

In alignment with Colorado Department of Human Services' (CDHS) mission, "Together, we empower Coloradans to thrive," it is necessary to ensure the equal opportunity, civil rights, and safety of clients served through the Office of Children Youth and Families (OCYF) and that those that receive our funds support all of our clients.

Definitions

Gender identity: An individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

Gender expression: An individual's way of reflecting and expressing the individual's gender to the outside world, typically demonstrated through appearance, dress, and behavior.

Familial status: Status that includes children under the age of 18 in the household.

Marital status (or civil status): Distinct options that describe a person's relationship with a significant other. A person's state of being single, married, separated, divorced, or widowed. A person's specified civil status might also be married if they are in a civil union or common-law marriage. The civil status of a person who is legally separated is married.

Sexual orientation: An inherent or immutable enduring emotional, romantic or sexual attraction to other people.

Sub-recipients: County departments of human/social services (county departments) and OCYF contractors, subcontractors, grantees, and vendors who receive funding assistance through OCYF in order to provide services or benefits to clients.

Vendor/Contractor agrees to act in a manner consistent with State of Colorado Purchase Order Terms and Conditions Section 28 (see https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions), all applicable nondiscrimination laws, as well as the State of Colorado Department of Human Services ("CDHS") Office of Children, Youth, and Families ("OCYF") nondiscrimination terms set forth herein.

Vendor/Contractor agrees that in its performance of this agreement it shall not discriminate based on race, color, ethnic group, national origin, age, religion, mental or physical disability, sex, sexual orientation, gender identity and expression, marital status, familial status, pregnancy, veteran status, or HIV status ("protected characteristics").

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-2024

Submitter: Administration & DHS/H3C

Submitted to the County Administration Office on: Email Poll 5-28-24

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

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider ratifying 5-28-2024 email poll approval for County General Fund, Fringe, and A/P for payment of bills presented in the amount of $902,575.23, Department of Human Services Payroll, Fringe and A/P for a total of $259,028.26, and H3C Payroll, Fringe, and A/P for a total of $114,500.58 with a Certification date of May 29, 2024 and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

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

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

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: $902,575.23
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **May 29, 2024**

	# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$ 25,666.10	326,861.75	95,629.69
ARPA FUND	$ -	-	-
FSA ACCOUNT	$ -	-	-
BOOKING FEES ACCOUNT	$ -	-	-
PUBLIC HEALTH AGENCY	$ -	111,285.82	26,771.30
ROAD & BRIDGE FUND	$ -	70,135.63	19,852.16
SALES & USE TAX FUND	$ -	-	-
CONSERVATION TRUST FUND	$ -	-	-
CAPITAL FUND	$ -	-	-
OTHER AGENCIES FUND	$ -	-	-
LODGING TAX FUND	$ -	211.75	47.90
CRMC FUND	$ -	95,889.08	32,264.49
OPC FUND	$ -	73,369.90	24,589.66
Totals	$ 25,666.10	$ 677,753.93	$ 199,155.20

DATE: May 29, 2024 _____ BOCC CHAIRMAN

DATE: May 29, 2024 _____ COMMISSIONER

DATE: May 29, 2024 _____ COMMISSIONER

DATE: May 29, 2024 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$	902,575.23
AP + Fringes	$	224,821.30
Total Pd Certification - Payroll	$	224,821.30
Total Payroll + Fringes	$	876,909.13

Ending Check No. 72158
Beginning Check No. 72144
1
Total Number of Checks: 15

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: $902,575.23
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **May 29, 2024**

		# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$	25,666.10	326,861.75	95,629.69
ARPA FUND	$	-	-	-
FSA ACCOUNT	$	-	-	-
BOOKING FEES ACCOUNT	$	-	-	-
PUBLIC HEALTH AGENCY	$	-	111,285.82	26,771.30
ROAD & BRIDGE FUND	$	-	70,135.63	19,852.16
SALES & USE TAX FUND	$	-	-	-
CONSERVATION TRUST FUND	$	-	-	-
CAPITAL FUND	$	-	-	-
OTHER AGENCIES FUND	$	-	-	-
LODGING TAX FUND	$	-	211.75	47.90
CRMC FUND	$	-	95,889.08	32,264.49
OPC FUND	$	-	73,369.90	24,589.66
Totals	**$**	**25,666.10**	**$ 677,753.93**	**$ 199,155.20**

DATE: May 29, 2024 — BOCC CHAIRMAN

DATE: May 29, 2024 — COMMISSIONER

DATE: May 29, 2024 — COMMISSIONER

DATE: May 29, 2024 — CLERK TO THE BOARD

Total Paid Approve To Pay	$	902,575.23
AP + Fringes	$	224,821.30
Total Pd Certification - Payroll	$	224,821.30
Total Payroll + Fringes	$	876,909.13

Ending Check No. 72158
Beginning Check No. 72144
1
Total Number of Checks: 15

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

May 29, 2024

COUNTY GENERAL FUND - 01	0010				
72144-72158		$ 25,666.10			
	Payroll	$ 326,861.75			
	Fringes	$ 95,629.69		Total	$ 448,157.54
ARPA - 02	0018				
		$ -			
	Payroll	$ -			
	Fringes	$ -		Total	$ -
ROAD & BRIDGE FUND - 02	0020				
		$ -			
	Payroll	$ 70,135.63			
	Fringes	$ 19,852.16		Total	$ 89,987.79
FSA (Cafeteria) 552	0552				
		$ -		Total	$ -
Sheriff's Booking Fees	0675				
		$ -			
	Payroll	$ -		Total	$ -
SALES & USE TAX FUND - 03	0900				
		$ -			
				Total	$ -
CONSERVATION TRUST FUND - 06	0130				
		$ -			
				Total	$ -
CAPITAL FUND - 07	0100				
		$ -			
				Total	$ -
OTHER AGENCIES FUND- 08					
		$ -			
				Total	$ -
LODGING TAX - 09	0014				
		$ -			
		$ -			
	Payroll	$ 211.75			
	Fringes	$ 47.90		Total	$ 259.65
PUBLIC HEALTH AGENCY - 11	0676				
		$ -			
	Payroll	$ 111,285.82			
	Fringes	$ 26,771.30		Total	$ 138,057.12
CRMC	0016				
		$ -			
	Payroll	$ 95,889.08			
	Fringes	$ 32,264.49		Total	$ 128,153.57
OPC	0017				
		$ -			
	Payroll	$ 73,369.90			
	Fringes	$ 24,589.66		Total	$ 97,959.56
				GRAND TOTAL	$ 902,575.23

Paula Gonzales, Finance Director

AP Check Register (APLT43)

Prowers County

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 2 Account: 10225				
72144	5/29/2024	23	Aflac	$2,470.38
72145	5/29/2024	1126	Barbara White	$7,716.00
72146	5/29/2024	1332	Carrie Moore	$111.00
72147	5/29/2024	896	Celia M. Salazar	$4,659.00
72148	5/29/2024	209	Colonial Life & Accident Ins Co.	$844.81
72149	5/29/2024	119	Continental American Insurance Company	$1,035.51
72150	5/29/2024	192	County Health Pool	$128,918.44
72151	5/29/2024	393	Family Support Registry	$2,458.22
72152	5/29/2024	382	Frontier Bank	$162,906.02
72153	5/29/2024	1257	Jose Manuel Soto JR.	$6,084.00
72154	5/29/2024	611	LegalShield	$352.85
72155	5/29/2024	696	MASA Global Building	$806.00
72156	5/29/2024	1142	Nancy Winsor	$7,993.00
72157	5/29/2024	707	Nationwide Retirement Solutions	$170.00
72158	5/29/2024	796	Prowers Co Treasurer	$542.00
			Bank Account Totals:	**$327,067.23**
			Total Of Checks:	**$327,067.23**

Payroll Date: 5/31/2024

Payroll Calculation Totals

Prowers County

First Check Number:	0	First DirDep Number:	37734	Male Employees Paid:	77	Total Employees Not Paid:	400
Last Check Number:	0	Last DirDep Number:	37912	Female Employees Paid:	101	Total Employees:	578
				Total Employees Paid	178		

Gross Amounts

Gross Amount:	$677,753.93	Federal Gross:	$623,801.76	Retirement Gross:	$664,279.64
Net Amount:	$496,591.02	Fica Gross:	$657,523.29		
		Med Gross:	$657,523.29		
Unemploymnt Gross	$764,873.66	State Gross:	$623,801.76		
		Local Gross:	$657,523.29		

Employee Incomes

10	Elected Official	$48,090.76
11	Salary	$118,025.89
12	Hourly Wage	$395,107.46
13	Overtime	$4,934.67
14	Extra Duty	$2,945.80
16	Extra Duty Flat Rate	$5,470.13
17	Sheriff OT	$404.25
18	Adult Transport	$1,022.40
19	Courthouse Security	$7,745.60
21	Courthouse OT	$1,402.36
23	Jail Training Booking	$297.00
24	Mental Health Trans	$4,410.00
25	JBBS	$8,572.75
26	Juvenile Transport	$198.00
27	Jail Nursing	$425.00
29	Weekend Court Sala	$5,394.32
31	School Resource	$4,170.60
32	Sheriff Hourly Wage	$26,464.90
33	Lead Tech Hourly	$12,398.31
35	Supervisor Hourly	$19,366.16
36	Supervisor OT	$347.30
37	QA Hourly	$3,665.93
39	Permanent Jail Salar	$2,311.41
41	Operations Mgr Sala	$4,582.93
	Total:	**$677,753.93**

Employee Deductions

ACHF1	Direct Deposit Flat Ded	$2,300.00
AFLAC	AFLAC After Tax	$754.47
AFLCP	AFLAC Before Tax	$1,715.91
CAICA	Critical After Tax	$343.35
CAICP	Accident Pre-Tax	$624.27
CAIHP	Hospital Indem.Pre-Ta	$67.89
CHILD	Child Support	$2,458.22
CLNLA	Colonial After Tax	$494.83
CLNLP	Colonial Pre-Tax	$349.98
COER1	Voluntary CCOERA/De	$150.00
COER2	Voluntary CCOERA/De	$187.48
COER3	Voluntary CCOERA/Ro	$220.00
COER4	Voluntary CCOERA/Ro	$207.57
DENTL	Dental Insurance	$4,229.85
FED	Federal Withholding Ta	$38,546.14
FICA	FICA Employee Portion	$40,766.42
FSA	FSA Medical	$542.00
HRBA	Health Insurance - Em	$9,830.00
HRBAP	Health Ins Employee P	$278.28
HSA	Health Savings Accoun	$2,266.66
LEGAL	Legal Aid	$352.85
LIFED	Dependent Life	$29.44
LOAN1	Retirement Loan	$5,897.88
MASA	Medical Transport	$806.00
MED	Medicare Employee Po	$9,534.02
PEBSC	Nationwide Retirement	$170.00
RETIR	Retirement	$33,214.05
STATE	State Income Tax	$23,759.00
SUPPE	Supp Life Emp.	$669.75
SUPPS	Supp Life Spouse	$70.80

Employer Contributions

FICA	Employer - Social Secu	$40,766.42
HRBAP	Hlth Ins.- Employer for	$494.72
HRBAR	Health Insurance-Empl	$111,839.00
LIFER	Life Insurance	$1,139.40
MED	Employer - Medicare T	$9,534.02
RETIR	Retirement ER	$33,214.05
SUTA	State Unemployment T	$1,259.29
VISER	Vision Insurance-Empl	$908.30
Total:		$199,155.20

VISON	Vision EmpEE.	$325.80
Total:		$181,162.91

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: MAY 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY	05/29/24	101105-101148	110,280.07
FRINGE	05/29/24	67498-67511	94,175.00
OPERATING			
CANCELLED			
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
ADMIN:			
CHILD SUPPORT:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY	05/29/24	54729-54747	31,603.16
FRINGE	05/29/24	8792-8802	22,970.03
OPERATING			
CANCELLED			

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF $0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF $259,028.26 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

May 29, 2024 — **GRAND TOTAL $ 259,028.26**

5/28/2024 — Ron Cook — CHAIRMAN
DATE

5/28/2024 — Thomas Aramick — COMMISSIONER
DATE

5/28/2024 — Wendy L. Buxton-Andrade — COMMISSIONER
DATE

5/24/24 — DIRECTOR
DATE

$1,222,830.89
BALANCE AS OF 5/24/24

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: MAY 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	05/29/24	31388-31416	66,520.52
FRINGE	05/29/24	3999-4005	47,980.06
OPERATING			
CANCELLED			

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF $114,500.58 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

May 29, 2024 **GRAND TOTAL $ 114,500.58**

5/28/2024 Ron Cook
DATE CHAIRMAN

5/28/2024 Thomas Gasnick
DATE COMMISSIONER

5/28/2024 Wendy L Buxton-Andrade
DATE COMMISSIONER

5/24/24 [signature]
DATE DIRECTOR

$440,293.42
BALANCE AS OF 5/24/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: May 29, 2024

Prepared by: Mindy Maestas

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

SALARY	101105-101148	110,280.07
FRINGE	67498-67511	94,175.00
OPERATING		
CANCELLED		
WHC SALARY	54729-54747	31,603.16
WHC FRINGE	8792-8802	22,970.03
OPERATING		
CANCELLED		
	TOTAL: $	259,028.26

Information Only
VOIDED CHECKS #'s:

Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: FRINGE				
AP.5.22.24	AFLAC	05/22/24		
AFLAC INS				$877.31
			INVOICE AP.5.22.24 TOTAL:	**$877.31**
AP.5.22.24	CONTINENTAL AMERICAN	05/22/24		
CAI				$237.56
			INVOICE AP.5.22.24 TOTAL:	**$237.56**
AP.5.22.24	CHP	05/22/24		
HEALTH INSURANCE				$27,198.00
LIFE INSURANCE				$676.36
DENTAL INSURANCE				$1,257.00
VISION INSURANCE				$305.75
			INVOICE AP.5.22.24 TOTAL:	**$29,437.11**
AP.5.22.24	COLONIAL LIFE	05/22/24		
COLONIAL INS BCN E3400793				$252.65
			INVOICE AP.5.22.24 TOTAL:	**$252.65**
AP.5.22.24	COMMUNITY STATE BANK	05/22/24		
HSA				$1,140.00
			INVOICE AP.5.22.24 TOTAL:	**$1,140.00**
AP.5.22.24	COLORADO DEPT OF REVENUE	05/22/24		
STATE TAX				$5,666.00
			INVOICE AP.5.22.24 TOTAL:	**$5,666.00**
AP.5.22.24	CRA	05/22/24		
RETIREMENT				$15,950.70
			INVOICE AP.5.22.24 TOTAL:	**$15,950.70**
AP.5.22.24	PROWERS COUNTY FSA	05/22/24		
FSA				$308.00
			INVOICE AP.5.22.24 TOTAL:	**$308.00**
AP.5.22.24	CRA	05/22/24		
CRA				$352.24
			INVOICE AP.5.22.24 TOTAL:	**$352.24**
AP.5.22.24	FRONTIER BANK	05/22/24		
FICA & MED				$33,149.14
			INVOICE AP.5.22.24 TOTAL:	**$33,149.14**
AP.5.22.24	LEGAL SERVICES, INC.	05/22/24		
LEGAL SERVICES				$53.80
			INVOICE AP.5.22.24 TOTAL:	**$53.80**

AP.5.22.24 INTERNAL PLAN ID 0025497-001	N.A.C.O. Clearing Account	05/22/24		$20.00
			INVOICE AP.5.22.24 TOTAL:	**$20.00**
AP.5.22.2024 LOAN REPAYMENT	CRA	05/22/24		$6,562.49
			INVOICE AP.5.22.2024 TOTAL:	**$6,562.49**
AP.5.22.24 MEDICAL TRANSPORTATION	MASA MTS	05/22/24		$168.00
			INVOICE AP.5.22.24 TOTAL:	**$168.00**
			EXPENSE ACCOUNT 202.1000 TOTAL:	**$94,175.00**
			REPORT TOTAL:	**$94,175.00**

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: FRINGE				
AP.5.22.24	AFLAC	05/22/24		
AFLAC INSURANCE				$449.19
			INVOICE AP.5.22.24 TOTAL:	**$449.19**
AP.5.22.24	CONTINENTAL AMERICAN	05/22/24		
CAI				$161.86
			INVOICE AP.5.22.24 TOTAL:	**$161.86**
AP.5.22.24	CHP	05/22/24		
HEALTH INSURANCE				$7,516.00
LIFE INSURANCE				$205.20
VISION INSURANCE				$75.10
DENTAL INSURANCE				$291.75
			INVOICE AP.5.22.24 TOTAL:	**$8,088.05**
AP.5.22.24	COLORADO DEPART OF REVENUE	05/22/24		
STATE TAX				$1,451.00
			INVOICE AP.5.22.24 TOTAL:	**$1,451.00**
AP.5.22.24	CRA	05/22/24		
CRA				$4,103.22
			INVOICE AP.5.22.24 TOTAL:	**$4,103.22**
AP.5.22.24	PROWERS COUNTY FSA	05/22/24		
FSA				$200.00
			INVOICE AP.5.22.24 TOTAL:	**$200.00**
AP.5.22.24	FRONTIER BANK	05/22/24		
FICA & MEDICARE				$7,912.07
			INVOICE AP.5.22.24 TOTAL:	**$7,912.07**
AP.5.22.24	NACO Clearing Account	05/22/24		
INTERNAL PLAN ID 0025497-001				$250.00
			INVOICE AP.5.22.24 TOTAL:	**$250.00**
AP.5.22.2024	CRA	05/22/24		
LOAN REPAYMENT				$225.74
			INVOICE AP.5.22.2024 TOTAL:	**$225.74**
AP.5.22.24	MASA MTS	05/22/24		
MEDICAL TRANSPORTATION				$95.00
			INVOICE AP.5.22.24 TOTAL:	**$95.00**
AP.5.22.24	LEGAL SERVICES, INC	05/22/24		
LEGAL SERVICES				$33.90
			INVOICE AP.5.22.24 TOTAL:	**$33.90**
			EXPENSE ACCOUNT 202.1000 TOTAL:	**$22,970.03**
			REPORT TOTAL:	**$22,970.03**

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: **May 29, 2024**

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

H3C SALARY	31388-31416	66,520.52
H3C FRINGE	3999-4005	47,980.06
H3C OPERATING		
H3C CANCELLED		

TOTAL: $ 114,500.58

Information Only
VOIDED CHECKS #'s:

Lanie Mireles, Director

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: 22100				
AP.5.22.24	AFLAC	05/22/24		
AFLAC				$32.80
			INVOICE AP.5.22.24 TOTAL:	**$32.80**
AP.5.22.24	CHP	05/22/24		
HEALTH INSURANCE				$559.00
SUPPLEMENTAL LIFE				$38.90
DEPENDENT LIFE				$3.68
DENTAL INSURANCE				$631.15
VISION INSURANCE				$54.30
			INVOICE AP.5.22.24 TOTAL:	**$1,287.03**
AP.5.22.24	CRA	05/22/24		
CRA				$4,385.74
			INVOICE AP.5.22.24 TOTAL:	**$4,385.74**
AP.5.22.2024	CRA	05/22/24		
LOAN REPAYMENT				$86.19
			INVOICE AP.5.22.2024 TOTAL:	**$86.19**
AP.5.22.24	MASA MTS	05/22/24		
MEDICAL TRANSPORTATION				$42.00
			INVOICE AP.5.22.24 TOTAL:	**$42.00**
			EXPENSE ACCOUNT 22100 TOTAL:	**$5,833.76**
EXPENSE ACCOUNT: 22110				
AP.5.22.24	FRONTIER BANK	05/22/24		
FICA				$13,229.84
			INVOICE AP.5.22.24 TOTAL:	**$13,229.84**
			EXPENSE ACCOUNT 22110 TOTAL:	**$13,229.84**
EXPENSE ACCOUNT: 22115				
AP.5.22.24	FRONTIER BANK	05/22/24		
FEDERAL TAX				$5,684.22
			INVOICE AP.5.22.24 TOTAL:	**$5,684.22**
			EXPENSE ACCOUNT 22115 TOTAL:	**$5,684.22**
EXPENSE ACCOUNT: 22120				
AP.5.22.24	COLO DEPT OF REVENUE	05/22/24		
STATE TAX				$3,061.00
			INVOICE AP.5.22.24 TOTAL:	**$3,061.00**

			EXPENSE ACCOUNT 22120 TOTAL:	$3,061.00
EXPENSE ACCOUNT: 41540				
AP.5.22.24	CHP	05/22/24		
VISION INSURANCE PREMIUM				$131.10
			INVOICE AP.5.22.24 TOTAL:	$131.10
			EXPENSE ACCOUNT 41540 TOTAL:	$131.10
EXPENSE ACCOUNT: 41550				
AP.5.22.24	CHP	05/22/24		
HEALTH INSURANCE PREMIUM				$15,460.00
			INVOICE AP.5.22.24 TOTAL:	$15,460.00
			EXPENSE ACCOUNT 41550 TOTAL:	$15,460.00
EXPENSE ACCOUNT: 41560				
AP.5.22.24	CRA	05/22/24		
CRA				$4,385.74
			INVOICE AP.5.22.24 TOTAL:	$4,385.74
			EXPENSE ACCOUNT 41560 TOTAL:	$4,385.74
EXPENSE ACCOUNT: 41570				
AP.5.22.24	CHP	05/22/24		
LIFE INSURANCE PREMIUM				$194.40
			INVOICE AP.5.22.24 TOTAL:	$194.40
			EXPENSE ACCOUNT 41570 TOTAL:	$194.40
			REPORT TOTAL:	$47,980.06

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-2024

Submitter: Stephanie Gonzales, SECOG Exec Director

Submitted to the County Administration Office on: email poll 5-30-2024

Return Originals to: Stephanie Gonzales & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider ratifying 5-30-2024 email poll approval of 2024 Mini-Grant Three Way Agreement between Colorado Department of Local Affairs, Southeast Council of Governments, and Prowers County for a budget amount of $10,000 related to an Outdoor Sign placed at the Prowers County Annex Building.

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):

DocuSign Envelope ID: 5E67C88B-73B8-4D23-8548-AB04E61969C4

THREE WAY AGREEMENT

Between

Colorado Department of Local Affairs, Southeast Council of Governments,

And

COUNTY/MUNICIPALITY

WHEREAS, the Colorado Department of Local Affairs, hereinafter DOLA, has contracted with the Southeast Council of Governments, hereinafter SECOG, to provide technical assistance in the counties of Baca, Bent, Crowley, Kiowa, Otero, and Prowers, and all municipalities within the member counties; and,

WHEREAS, the Prowers County hereinafter referred to as County, has requested assistance through this program to assist in a project to address PC Annex Outdoor Sign; and,

WHEREAS, DOLA and SECOG desire to assist local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy/mineral resource industries in Colorado; and,

WHEREAS, it is necessary and desirable to specify these services, the desired end product and the responsibilities of DOLA, the COG and the County and/or Community in completing this mini-grant project.

Now, THEREFORE, it is hereby agreed that:

I. SCOPE OF PROJECT

SECOG shall provide the services to the county/community as detailed in attachment A, Scope of Services entitled "County and Community Services" Dated April 25, 2024.

II. COST ESTIMATE

Work will be billed to the County at completion of the final work task. It is estimated that this work on this sub contract will be $10000 and the County requested to contribute or match an amount not to exceed $5000 of the project costs to cover PC Annex Outdoor Sign.

III. Payments

Chosen contractor shall submit an invoice to the County upon completion of the services. Once paid, County will submit all invoices to the SECOG for reimbursement of the local match, up to $ 5000, based on any prorated savings. SECOG shall reimburse the cost within 10 days of receipt and verification of the request.

DocuSign Envelope ID: 5E67C88B-73B8-4D23-8548-AB04E61969C4

IV. DOLA Responsibilities

Tara Marshall, Regional Manager, will monitor the Project on behalf of DOLA.

V. COG's Responsibilities

SECOG will provide the personnel and administrative oversight to accomplish the objective as described. Employees of the SECOG may do some necessary research, plans and prepare documents in accordance with the scope of work. Employees of the SECOG will review documentation submitted by the County/community and prepare the reimbursement. The SECOG will be responsible for completing reporting and reimbursement requests to DOLA, per contract EIAF #9486.

VI. County/community Responsibilities

The County/community will be responsible for entering into the agreement with the service provider to complete the work. The County/community will provide all necessary documentation to the SECOG, including invoices for work completed, proof of payment and project completion report.

VII. Period of Performance

This agreement will be deemed valid by the authorized signatures and it is anticipated that work can begin when fully executed and completed by March 31, 2025.

VIII. Change and Termination

The SECOG, the Colorado Department of Local Affairs, or the County/community may, from time to time, require changes in the Scope of Services of this agreement. In the event changes are required, they must be made with the agreement of all parties. Either party may terminate this agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the proposed dated of termination.

Stephanie Gonzales 4/25/2024

Stephanie Gonzales, SECOG Executive Director Date

DocuSigned by:
Ron Cook 5/30/2024
D4E4349F583143A...

Ron Cook, Prowers BOCC Chair Date

DocuSigned by:
Tara Marshall 5/28/2024
97ABA95659AE4B5...

Tara Marshall, DOLA Representative Date

DocuSign Envelope ID: 5E67C88B-73B8-4D23-8548-AB04E61969C4

Attachment A—Scope of Services

1. **Work Description**
2. **Budget**
3. **Performance Timeframe**

ATTACHMENT A
SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

Eligible expenses include:

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project shall be submitted to Southeast Council of Governments upon execution, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

The Contractor agrees to acknowledge the Southeast Council of Governments in any and all materials or events designed to promote or educate the public about the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

2. TIME OF PERFORMANCE
The Project shall commence upon the Effective Date and shall be completed on or before March 31, 2025.

Performance of this Contract shall commence as soon as practicable after the Effective Date of this Contract; provided however, that the Contractor shall not be entitled to payment for any performance rendered before the Effective Date and shall not be eligible for reimbursement of any expenses incurred before the Effective Date. The Contractor shall undertake and perform its obligations hereunder as set forth in Attachment A. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract.

3. BUDGET
The project budget is estimated at: $10000.

4. SECOG ADDRESS: **112 West Elm Street**
PO Box 1600
Lamar, CO 81052

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5. PAYMENT PROCEDURE

The SECOG shall establish billing procedures and pay the Contractor for actual expenditures made in the performance of this Contract based on the submission of SECOG documents in the format prescribed by the SECOG. The Contractor shall submit requests for reimbursement, setting forth a detailed description of the amounts and types of reimbursable expenses.

Payments pursuant to this Contract shall be made, in whole or in part, from available funds encumbered for the purposes of this Contract. The liability of the SECOG, at any time, for such payments shall be limited to the amount remaining of such encumbered funds. In the event this Contract is terminated, final payment to the Contractor may be withheld at the discretion of the SECOG until completion of final audit. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payment under this Contract or other contracts between the SECOG and the Contractor, or by the SECOG as a debt due to the SECOG.

Funds will be recompensed at the lesser of either the stated percentage match by the project OR actual documented reimbursement requested.

6. CONTRACT MONITORING

The SECOG shall monitor this Contract on an as-needed basis, as determined by the SECOG in its sole discretion. The SECOG or any of its duly authorized representatives shall have the right to enter, inspect and examine the Project upon twenty-four (24) hours advance written notice to the Responsible Administrator.

7. REPORTING SCHEDULE

At the time the Contractor submits quarterly payment requests, the Contractor shall submit, on a quarterly basis, financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of SECOG Mini Grant funds. The form and substance of such status reports shall be in accordance with the procedures developed and prescribed by the SECOG. The preparation of reports in a timely manner shall be the responsibility of the Contractor and failure to comply may result in the delay of payment of funds and/or termination of this Contract.

Contract Termination. This Contract may be terminated as follows:

a) Termination Due to Loss of Funding. The Parties hereto expressly recognize that the Contractor is to be paid or reimbursed with funds provided to the SECOG for the purposes set forth herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to payment or reimbursement arising under this Contract are contingent upon receipt of such funds by the SECOG. In the event that such funds or any part thereof are not received by the SECOG, the SECOG may immediately terminate or amend this Contract.

b) Termination for Cause. If, for any reason, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the

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covenants, agreements, or stipulations of this Contract, the SECOG shall give written notice to the Contractor of such delay or non-performance. If the Contractor fails to promptly correct such delay or non-performance within the time specified in the notice or twenty (20) days from the date of such notice, whichever is greater, the SECOG shall have the right, at its sole option, to terminate this entire Contract, or such part of this Contract as to which there has been delay or failure to properly perform, for cause. If the SECOG terminates this Contract for cause, the SECOG shall reimburse the Contractor for only eligible expenditures made up to the date of termination. Notwithstanding the above, the Contractor shall remain liable to the SECOG for any damages sustained by the SECOG by virtue of any breach of this Contract by the Contractor, and the SECOG may withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due the SECOG from the Contractor is determined.

c) Termination for Convenience. When the interests of the SECOG so require, the SECOG may terminate this Contract in whole or in part for the convenience of the SECOG. The SECOG shall give written notice of termination to the Contractor specifying the termination of all or a part of this Contract and the effective date thereof, at least twenty (20) days before the date of termination. Exercise by the SECOG of this termination for convenience provision shall not be deemed a breach of contract by the SECOG. Upon receipt of written notice, the Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, the Contractor shall stop work to the extent specified. The Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated work.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-11-2024

Submitter: Darren Glover, PATS Director

Submitted to the County Administration Office on: 5-30-2024

Return Originals to: Darren Glover & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider approval of accepting 2024 - 2026 CSBG, Intergovernmental Agreement, CMS #187987, total Grant Amount $27,250, expiration date September 30, 2027, including Option Letter #3 for Prowers Area Transit Department.

Justification or Background:
2024-2026 CSBG Application approval for submission was approved by the BOCC on 9-26-2023.

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):

State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs	**DLG Portal Number** CSBG-24-022	**CMS #** 187987
Grantee Prowers County	**Grant Award Amount** $3,427.00	
Project Number and Name CSBG 24-022 - Prowers County 2024-2026	**Performance Start Date** The later of the Effective Date or January 1, 2024	**Grant Expiration Date** September 30, 2027
Project Description The Project consists of providing programs and services to address poverty in Colorado.	**Program Name** Community Services Block Grant (CSBG)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 93.569	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)	**Funding Account Code** CTGG1 NLAA 202400003204	
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)	**VCUST#** **14284**	**Address Code** **CN001** **EFT**

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Audrey Field, Federal Program Manager
78096473EF0D464...

By: Audrey Field, Financial Assistance Manager
Federal Programs

Date: 1/2/2024 | 7:45 AM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
0920A67707B0482...

By: Maria De Cambra, Executive Director

Date: 1/2/2024 | 9:11 AM MST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 1/3/2024 | 6:55 PM MST

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

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

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. Federal Authority

This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Community Services Block Grant (42 U.S.C. 9901 *et seq.*). Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit B**.

B. "**Business Day**" means any day on which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

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

E. "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project;

ii. **Exhibit C**, Federal Provisions;

iii. **Exhibit G**, Form of Option Letter; and

iv. **Exhibit I**, Federal Tax Information.

F. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement

G. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

H. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Health & Human Services, Administration for Children & Families, Office of Community Services ("OCS") is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

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

J. "**Grant**" or "**Intergovernmental Grant Agreement**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

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

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. "**Initial Term**" means the time period between the Performance Start Date and the initial Grant Expiration Date.

O. *Reserved.*

P. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

Q. "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

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

S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et seq.*, C.R.S.

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

U. "**Recipient**" means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.

V. "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

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

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

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

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

AA. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

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

CC. **Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

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

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

GG. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The Community Services Block Grant (CSBG) provides funds to alleviate the causes and conditions of poverty in communities. The purpose of this Grant is described in **Exhibit B**.

6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Total Grant Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. *Reserved.*

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs

described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Audits

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, et seq., then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in §24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, a certification on an annual basis that Grantee shall not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. Grantee's duty and obligation to certify shall continue as long as Grantee has

direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

12. INSURANCE

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

13. REMEDIES

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

14. DISPUTE RESOLUTION

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

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

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

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

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then

current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Order of Precedence

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

i. Exhibit C, Federal Provisions;

ii. Colorado Special Provisions in §19 of the main body of this Grant;

iii. Any executed Option Letter or Amendment;

iv. The provisions of the other sections of the main body of this Intergovernmental Grant Agreement;

v. Exhibit B, Statement of Work; and

vi. Exhibit I, Federal Tax Information.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

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

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not

operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

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

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit C** at all times during the term of this Grant.

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or

employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

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

H. **SOFTWARE PIRACY PROHIBITION.**

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect,

that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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OPTION LETTER #3

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-022	**Option Letter CMS Number** 191593
Grantee Prowers County	**Previous CMS #(s)** 187987, 189089, 190192	
Project Number and Name CSBG 24-022 - Prowers County 2024-2026	**Grant Amount** Initial Award: $3,427.00 Option Letter #1 02/25/2024: $5,954.00 Option Letter #2 04/10/2024: $4,244.00 Option Letter #3 05/21/2024: $13,625.00 **Total Grant Amount: $27,250.00**	
DOLA CSBG Program Manager Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
DOLA CSBG Program Assistant TBD		
Funding Account Codes CTGG1 NLAA 202400003204	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: _____
0920A6770780482...
Maria De Cambra, Executive Director

Date: 5/29/2024 | 9:38 AM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick - DOLA
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 5/29/2024 | 2:53 PM MDT

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

a. Reserved for use with Option 1(a).

b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Prowers County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$13,625**, from **$13,625** to **$27,250**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$27,250**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL #3 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2422)	$13,625	$13,625	**$27,250**
		TOTALS	**$13,625**	**$13,625**	**$27,250**

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **May 21, 2024**, whichever is later.

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PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 11, 2024

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/03/24

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: None

Contract Due Date: Starts 7/1/24

Item Title/Recommended Board Action:
Consider approval of Contract Amendment #2, original contract number 2023*0329 in the amount of $199,994.00, expiration date June 30, 2025 for the URHN Grant and authorizing Public Health Director, Meagan Hillman to execute the Contract Amendment #2 electronically.

Justification or Background: This is the extended funding for the Youth Council grant

Fiscal Impact: This item is budgeted in the following account code: _____
County: $_____ Federal: $_____ State: $_____ Other: $_____

Approved by the County Attorney on: June 4, 2024

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(S)

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Original Contract Number:** 2023*0329
Contractor: Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838	**Amendment Contract Number:** 2023*0329 Amendment #2
Contract Performance Beginning Date: July 1, 2022	**Current Contract Expiration Date:** June 30, 2025

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*0329	$199,994.00	$0.00	$0.00	7/1/2022 – 6/30/2023	$199,994.00
Amendment #1	2023*0329 Amendment #1	$199,994.00	$0.00	$0.00	7/1/2023 – 6/30/2024	$199,994.00
Amendment #2	2023*0329 Amendment #2	$199,994.00	$0.00	$0.00	7/1/2024 – 6/30/2025	$199,994.00
					Current Contract Maximum Cumulative Amount	$599,982.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Amendment Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2024**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2025**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce substance misuse and abuse among under-resourced high need communities.

The Parties now desire to renew for an additional term and change the current Contract Maximum Total for the following reason: to add funds to support the renewal term.

5. MODIFICATIONS

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

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

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

C. The Parties now agree to modify Exhibit C., Budget, of the agreement. Exhibit C., Budget, is deleted and replaced in its entirety with Exhibit C., Budget, attached to this Amendment for the following reason: To add funds for FY25 renewal.

D. The Parties now agree to add Exhibit G., Federal Provisions, for the following reason: To reflect changes to the federal award identification information.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the

Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #2023*0329

Contractor Name	Board of County Commissioners of Prowers County	**Program Contract Name, Title, Phone and Email**	Meagan Hillman, Director 719-336-8721 mhillman@prowerscounty.net
Budget Period	7/1/2024 - 6/30/2025	**Fiscal Contact Name, Title, Phone and Email**	Reyna Perez, Accountant 719-336-8721 pcpheaccountant@prowerscounty.net
Project Name	URHN	**Contract (CT or PO) Number**	CT FHLA 2023*0329

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Project Manager	Coordinate grant, facilitators, ensure deliverables are met in a timely manner. Fringe includes pension, PTO, insurance	$ 60,252.83	$ 8,534.62	50.0%	$ 34,393.73
Administrator	Work with Project Manager to coordinate projects.	$ 112,968.84	$ 24,640.24	5.0%	$ 6,880.45
					$ -
					$ -

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
PH Staffer	Assist Project Manager	$ 38,085.70	$ 16,329.58	0.2	$ 10,883.06
					$ -
					$ -
				Total Personal Services (including fringe benefits)	**$ 52,157.24**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Building Rent	Council meetings and youth night locations rental fees, and associated cost for the FY23 ($1600x12 months)	$1,600	12.0	$ 19,200.00
Internet for Building	Internet access for youth council meeting and youth nights	$85.00	12.0	$ 1,020.00
Utilities for Building	Gas and Electric	$ 450.00	12.0	$ 5,400.00
Background Checks	Background checks for youth council facilitators	$40.00	5.0	$ 200.00

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name	Prowers County Public Health and Environment	**Program Contact Name, Title, Phone and Email**	Meagan Hillman, Director 719-336-8721 mhillman@prowerscounty.net
Budget Period	7/1/2024 - 6/30/2025	**Fiscal Contact Name, Title, Phone and Email**	Reyna Perez, Accountant 719-336-8721 pcpheaccountant@prowerscounty.net
Project Name	URHN	**Contract (CT or PO) Number**	2023*0329

SRPF Conference	Project Manager and PH Staffer/Administrator	$ 325.00	2.0	$ 650.00
Youth Council Branding	T-Shirts/Hoodies/Jackets/Hats/etc. for youth and staff to wear to events, stickers for folders	$ 15.00	235.0	$ 3,525.00
Communication	Office phone/cell phone (12 months x $50.)	$ 50.00	12.0	$ 600.00
Copies	Flyers, reminder postcards/invitations ($1.50x600)	$ 1.50	600.0	$ 900.00
Office Supplies	Sticky pads, markers, pens, notepads, etc.	$ 25.00	12.0	$ 300.00
Youth Project Implementation & SEL Programming	Supplies for youth initiated projects (4 councils). Supplies are focused on community involvement and youth prosocial opportunities. Items expected to be purchased are: books for little library projects, movies in the park, supplies for movies in the park, art & craft supplies, supplies for community service projects (Supplies can vary due to student ideas/implementation)	$ 1,350.00	4.0	$ 5,400.00
Youth Council Meeting Supplies	Art & craft supplies, supplies for projects, variety of age-appropriate games and video games, miscellaneous program related supplies, paper towels, soap, cleaning projects, seating, tables, décor, supplies	$ 1,000.00	4.0	$ 4,000.00
Food for Youth Council Meetings and Youth Nights	Food at ~$144/sessionx4 locations for council meetings for 45 weeks. Food at $85.44/session for you nights for 45 nights	$ 6,496.25	4.0	$ 25,985.00
Professional Development	Conference or prevention-related professional development (with approval of Administrator, Commissioners) for Project Manager	$ 500.00	1.0	$ 500.00
Mini Grants	Alcohol and drug free after prom support for four school districts within Prowers County	$ 500.00	4.0	$ 2,000.00
			Total Supplies & Operating	**$ 69,680.00**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Local mileage to grant programming	$ 0.67	1500.0	$ 1,005.00
Per Diem	Per diem for Project Manager and PH staffer (6 days in state travel x 2 staff x $50/day/person)	$ 100.00	6.0	$ 600.00
Lodging	Project Manager in state travel; cost estimated at $150/night x 6 nights)	$ 150.00	6.0	$ 900.00
Lodging for SRPF Conference	cost estimated at $175/night x 3 nights	$ 175.00	3.0	$ 525.00
				$ -
				$ -

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name	Prowers County Public Health and Environment	**Program Contact Name, Title, Phone and Email**	Meagan Hillman, Director 719-336-8721 mhillman@prowerscounty.net
Budget Period	7/1/2024 - 6/30/2025	**Fiscal Contact Name, Title, Phone and Email**	Reyna Perez, Accountant 719-336-8721 pcpheaccountant@prowerscounty.net
Project Name	URHN	**Contract (CT or PO) Number**	2023*0329

			Total Travel	**$ 3,030.00**
Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Youth Night Facilitators	Youth night facilitators for use at Prowers County Youth Council "Youth Night" (2 facilitators at $100/session x 45 sessions).	$ 200.00	45.0	$ 9,000.00
Social Media Contractors	Youth Social Media Specialist to collaborate and create social media content for the youth councils. (creating 24 media projects @ $50.00 per completed project.)	$ 50.00	24.0	$ 1,200.00
Youth Mentor/Leader	Youth Leader to attend once monthly council meetings to co-facilitate with adult staff and provide leadership to younger kids.	$ 400.00	12.0	$ 4,800.00
Council Facilitator for Youth Council- Lamar	Adult facilitators to attend weekly council meetings (2 facilitators at $100/session x 45 sessions.)	$ 200.00	45.0	$ 9,000.00
Council Facilitator for Youth Council- Wiley	Adult facilitators to attend weekly council meetings (2 facilitators at $100/session x 45 sessions.)	$ 200.00	45.0	$ 9,000.00
Council Facilitator for Youth Council- Granada	Adult facilitators to attend weekly council meetings (2 facilitators at $100/session x 45 sessions.)	$ 200.00	45.0	$ 9,000.00
Council Facilitator for Youth Council- Holly	Adult facilitators to attend weekly council meetings (2 facilitators at $100/session x 45 sessions.)	$ 200.00	45.0	$ 9,000.00
			Total Contractual	**$ 51,000.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 175,867.24**
Indirect				
Item	**Description of Item**			**Total Amount Requested from CDPHE**
CDPHE-Negotiated Indirect Cost Rate	15.40% Modified Total Direct Cost (MTDC): MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.			$ 24,126.76
			Total Indirect	**$ 24,126.76**

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name	Prowers County Public Health and Environment	**Program Contact Name, Title, Phone and Email**	Meagan Hillman, Director 719-336-8721 mhillman@prowerscounty.net
Budget Period	7/1/2024 - 6/30/2025	**Fiscal Contact Name, Title, Phone and Email**	Reyna Perez, Accountant 719-336-8721 pcpheaccountant@prowerscounty.net
Project Name	URHN	**Contract (CT or PO) Number**	2023*0329

TOTAL	**$ 199,994.00**

EXHIBIT G

Federal Provisions - **Substance Abuse Prevention, Treatment, and Recovery Services Block Grant**

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

1) **Federal Award Identification.**
   a. Subrecipient: **Board of County Commissioners of Prowers County**
   b. Subrecipient Unique Entity Identification Number:
      - SAM Unique Entity ID (UEI): **Y8C4HSXY95M6**
   c. The Federal Award Identification Number (FAIN) is **B08TI087028**
   d. The Federal award date is **2/20/2024**
   e. The subaward period of performance start date is **10/01/2023** and end date is **09/30/2025**.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
10/01/2023 - 09/30/2025	**$9,057,425.00**	**$9,057,425.00**

   g. Federal award title of project or program: **Substance Abuse Prevention, Treatment, and Recovery Services Block Grant**.
   h. The name of the Federal awarding agency is: **Department of Health and Human Services, Substance Abuse and Mental Health Services Administration Center for Substance Abuse Treatment** and the contact information for the awarding official is Anthony Provenzano, anthony.provenzano@samhsa.hhs.gov; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Michelle Barnes, michelle.barnes@state.co.us.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.959** the grant name is **Block Grants for Prevention and Treatment of Substance Abuse**.
   j. This award **is not** for research & development.
   k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

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

3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.

5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

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

9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.

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

11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;

b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

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

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

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

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

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

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

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

EXHIBIT END

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/11/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/5/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying June 5, 2024 email poll approval of letter of support for Signal Behavioral Health Network.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Board of County Commissioners

Prowers County
301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

June 5, 2024

Colorado Department of Human Services - Behavioral Health Administration
1575 Sherman St.
Denver, CO 80203

To Whom It May Concern:

The Board of County Commissioners of Prowers County writes to you today to voice our support for Signal Behavioral Health Network's proposal for our BHASO region. We believe Signal is the most qualified Colorado organization that has demonstrated the ability to serve our community.

For over 25 years, Signal as a local Colorado non-profit, has been managing and expanding substance use prevention, treatment, and recovery services in Colorado. As one of three Managed Services Organizations (MSO), Signal manages and monitors substance use treatment services for adults and adolescents who are uninsured or under-insured in Colorado. As one of the State's Administrative Services Organizations (ASO), Signal manages and expands community-based crisis services and offers care coordination support via the Children and Youth Mental Health Treatment Act (CYMHTA). Signal has demonstrated their ability to help community members initiate behavioral health care and support timely access to service. We hope to continue working with Signal as our region's BHASO.

We believe Signal is the best organization to lead BHASO Region 2 based on their experience as an MSO and ASO and their commitment to equitable, accessible, and transformative care. Signal is a trusted organization that we stand behind. We fully support this proposal.

Thank you,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Thomas Grasmick, Vice-Chair

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/11/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/5/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying June 5, 2024 email poll approval of letter of support for Southern Colorado Harm Reduction Association.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Board of County Commissioners

Prowers County

301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

June 5, 2024

Colorado Division of Criminal Justice - Office of Adult and Juvenile Justice Assistance
700 Kipling, Suite 1000
Lakewood, Colorado 80215

To Whom It May Concern:

The Board of County Commissioners of Prowers County writes to you today to voice our full support for the proposal Southern Colorado Harm Reduction Association (SCHRA) is submitting for the Multidisciplinary Prevention & Crisis Intervention Grant.

SCHRA intends to use the grant funds to support services that help reduce crime and offer crisis intervention in our region. This grant will cover staff time as well as program supplies to operationalize SCHRA's new wellness center. Specifically, supplies will go toward providing shower and laundry facilities to people experiencing homelessness. Funds will also support food and housing vouchers. The proposed programming helps to get people through SCHRA's doors where they then have access to multidisciplinary services provided by SCHRA and on-site partners. By addressing some of the root causes of crime, such as poverty, addiction, and lack of resources, SCHRA works toward reducing crime in southern Colorado and mitigating crises for people at risk.

The Board of County Commissioners of Prowers County supports SCHRA in their efforts to reduce crime, poverty, and addiction in our communities by providing these programs to those people at risk of entering the judicial system through arrest and incarceration.

Thank you,

Board of County Commissioners for Prowers County, Colorado

Ron Cook, Chair

Thomas Grasmick, Vice-Chair

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/11/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/5/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Software as a Service Agreement and relevant addenda between Tyler Technologies Inc, and Prowers County for Administration, Treasurer, and Assessor software, training, and transition services, effective October 1, 2024 with annual renewals, totaling $349,036 for the first year and $117,334 for the following year, and authorizing BOCC Chair 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: 6/4/2024

Additional Approvals (if required):

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

THANK YOU!

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Prowers County, Colorado.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you

perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the

NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencingOctober 1, 2024, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Tina Mize

Name: Tina Mize

Title: Group General Counsel

Date: 06/06/24

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Prowers County, Colorado

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
Prowers County
301 South Main Street
Lamar, CO 81052
Attention: Ron Cook, Chair Board of County Commissioners



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Sales Quotation For:
Prowers County
301 S Main St
Lamar CO 81052-2866

Quoted BY	Ryan Ellertson
Quote Expiration	6/28/24
Quote Name	Prowers County SaaS

Tyler Annual Software – SaaS Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	$ 0	$ 0	$ 0
Core Financials	$ 14,786	$ 2,957	$ 11,829
Contracts Management	$ 0	$ 0	$ 0
Human Resources Management (Includes Position Budgeting)	$ 15,429	$ 3,086	$ 12,343
Employee Access Pro	$ 0	$ 0	$ 0
Employee Access Pro Time & Attendance	$ 7,007	$ 1,401	$ 5,606
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	$ 1,415	$ 283	$ 1,132
Tyler One			
Identity			
Identity Workforce Advanced [10]	$ 60	$ 0	$ 60
Content Manager Suite			

Tyler Annual Software – SaaS Description		List Price	Discount	Annual
Content Manager Core		$ 5,466	$ 1,093	$ 4,373
	TOTAL:	**$ 44,163**	**$ 8,820**	**$ 35,343**
	Term # of Years: **3**			

Tyler Annual Services Description	List Price	Discount	Annual
ERP			
Other Services			
Tyler University	$ 1,442	$ 288	$ 1,154
TOTAL:	**$ 1,442**	**$ 288**	**$ 1,154**

Tyler Fees per Transaction Description	Net Unit Price
ERP Pro	
ERP Pro 10 Financial Management Suite	
AP Automation	$ 0.00

Services Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	412	$ 59,740
Data Conversion Services		$ 9,000

Services Description	Hours/Units	Extended Price
Project Management	1	$ 1,950
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	20	$ 2,900
Project Management	1	$ 1,250
Content Manager Suite		
Professional Services	40	$ 5,800
TOTAL:		**$ 80,640**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 35,343
Total Tyler Services	$ 80,640	$ 1,154
Summary Total	**$ 80,640**	**$ 36,497**

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
Identity Workforce Advanced [10]	Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.
Human Resources Management /Payroll History Data Conversion	Human Resources Management History conversion includes unlimited historical records.
Human Resources Management Employee Records Conversion	Human Resources Management/Payroll conversion includes employee master and current direct deposit - additional fee for historical views.
General Ledger History Data Conversion	General Ledger History conversion includes unlimited historical records

General Ledger Data Conversion	General Ledger conversions include Chart of Accounts - additional fee for historical views.
Accounts Payable History Data Conversion	Accounts Payable History conversion includes unlimited historical records
Accounts Payable Data Conversion	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
AP Automation	AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use

tyler technologies

Quoted By: Peter Duffy
Quote Expiration: 11/20/24
Quote Name:

Sales Quotation For:
Prowers County
301 S Main St
Lamar, CO 81052-2866
Phone: +1 (719) 336-8011

Tyler Software

Description	# of Years	Annual Fee
Records Management		
Software		
Tyler Payments		
Eagle Web Application		
Parcel Specific Content Management - Treasurer Plus		
Treasurer Plus Base License Fee		
Advanced Web		
Eagle GIS Viewer		
Marshall & Swift Interface Integration		
Marshall & Swift Agriculture		
Marshall & Swift Commercial		
Apex		
Parcel Specific Content Management - Appraiser Plus		
Appraiser Plus Base License Fee		
DataView		
Oil and Gas Module		
Protest Tracking Module		
Personal Property Module		
Parcel Specific Content Management - Assessor Plus		
Assessor Plus Base License Fee		
TOTAL	**3**	**$ 79,340**

Transaction Fees

Description	Transaction Fees
Payments Core POS	$ 0
Payments Core	$ 0

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Eagle Web Installation		
Total Hours	*680*	
TOTAL	**$ 151,850**	**$ 0**

Third-Party Hardware, Software and Services

Description	Quantity	Total Price	Total Maint.
Tyler One			
Payments Annual PCI Fee	1	$ 0	$ 180
Records Management			
Payments Lane 7000 Terminal Purchase	1	$ 529	$ 0
TOTAL		**529**	**$ 180**

	Year 1	Year 2	Year 3
Total Recurring Annual Fees	$ 76,988.00	$ 80,837.00	$ 84,878.00

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 79,340
Total Tyler Services	$ 151,850	$ 0
Total Third-Party Hardware, Software, Services	$ 529	$ 180
Summary Total	**$ 152,379**	**$ 79,520**
Contract Total	**$ 397,614**	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.
   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
   2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.
   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
   3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
   3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting

support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

Prowers County Colorado

SOW from Tyler Technologies, Inc.

5/23/2024

Presented to:
Mark Westhoff
301 S Main St, Suite 215
Lamar, Colorado 81052

Contact:
Ryan Ellertson
Email: Ryan.Ellertson@TylerTech.com
5519 53rd St., Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the County (collectively the "Project").

The overall goals of the project are to:

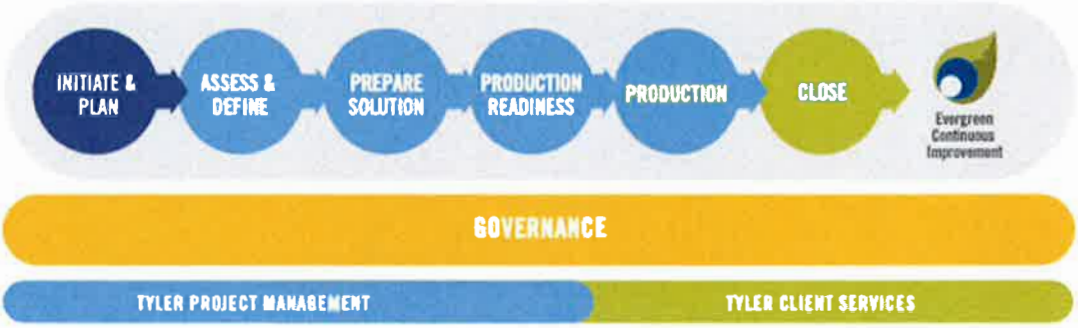
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County's complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

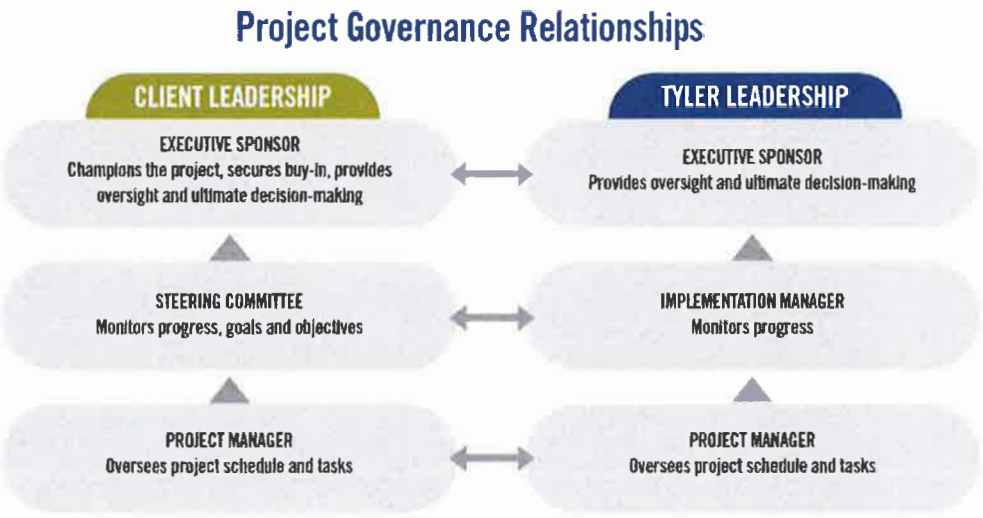
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County Steering Committee become the escalation points to triage responses prior to escalation to the County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

Project Management Triangle



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

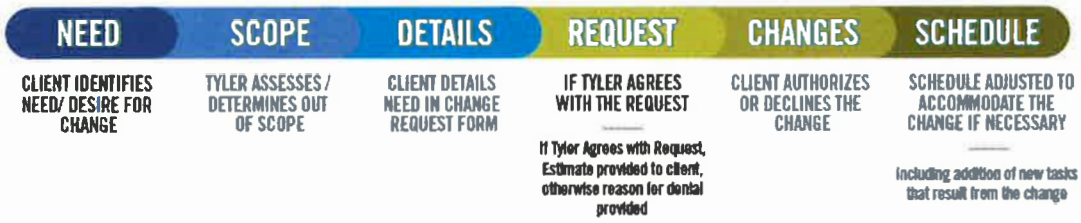
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining County feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the County 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the County, the Tyler Project Manager provides regular updates to the County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 County Roles & Responsibilities

County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 County Executive Sponsor

The County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 County Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the County project manager and Project through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - County Policies
    - Needs of other client projects

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The County project manager(s) are responsible for reporting to the County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of County resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the County staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the County.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify County project team.

STAGE 1	Initial Coordination																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the County's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power ...	Department Heads	End Users	Technical Leads	
Schedule and conduct planning session(s)		A	R						I		C	C	I					

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The County is responsible for the installation, setup, and maintenance of all peripheral devices.

Objectives:

- Ensure the County's infrastructure meets Tyler's application requirements.
- Ensure the County's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I					
Review Stakeholder Meeting Presentation		I	C						A		R		C					
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I	

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. The County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the County for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the County's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	County current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- County attendees possess sufficient knowledge and authority to make future state decisions.
- The County is responsible for any documentation of current state business processes.
- The County can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the County representatives to identify business rules before writing the conversion.
- County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 This work package is not applicable.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.

- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power ...	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on County Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C

Training (if applicable)	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on County Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.
- The County has technical infrastructure in place that meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the user of Licensed Software if the County does not meet the minimum standards of Tylers's published specifications.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			



Complete Tyler configuration tasks (where applicable)			A	R							I	I		I		
Complete County configuration tasks (where applicable)			I	C							A	R		C		
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C		C
Updates to Solution Validation testing plan			C	C							A	R		C		C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the County users on how to execute processes in the system to prepare them for the validation of the software. The County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement															
	Tyler								County							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power ...	Department Heads	End Users	Technical Leads

Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed County-specific process documentation (completed by County)	

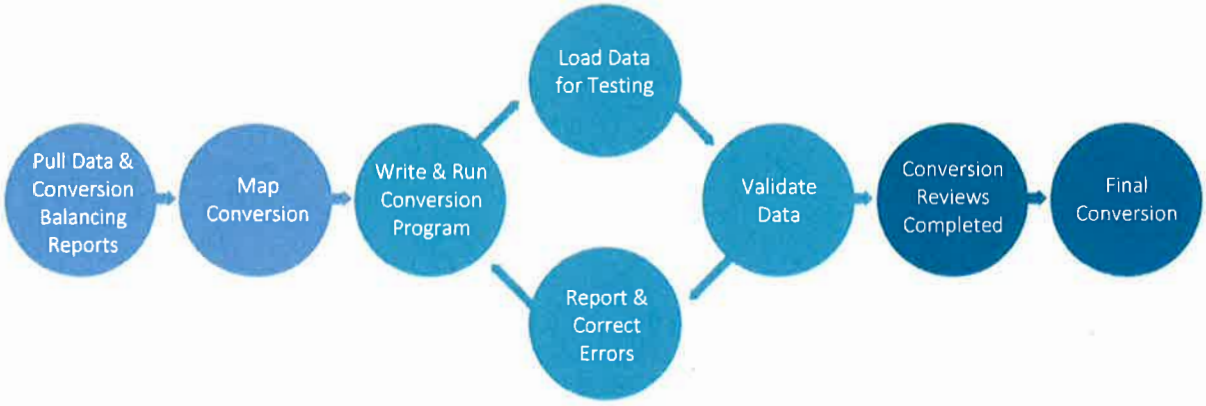
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the County's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The County will provide a single file layout per source system as identified in the investment summary.
- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the County has considered its ability to successfully Go-Live. Issues

and concerns will be discussed, and mitigation options documented. Tyler and the County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. County users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop County specific business process documentation. County-led training labs using County specific business process documentation if created by the County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	County signoff that training was delivered

Work package assumptions:

- The County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the County and Tyler will complete work assigned to prepare for Go-Live.

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the County during Go-Live activities. The County transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- County data available in Production environment.

STAGE 5	Go-Live	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	County confirms data is available in production environment

Work package assumptions:

- The County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The County business processes required for Go-Live are fully documented and tested.
- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The County Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the County to make process changes.
- The County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, County is responsible for managing Organizational Change. Impacted County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The County will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The County is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The County is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the County from Excel. The County will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTEs
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The County will ultimately be responsible for entering in the

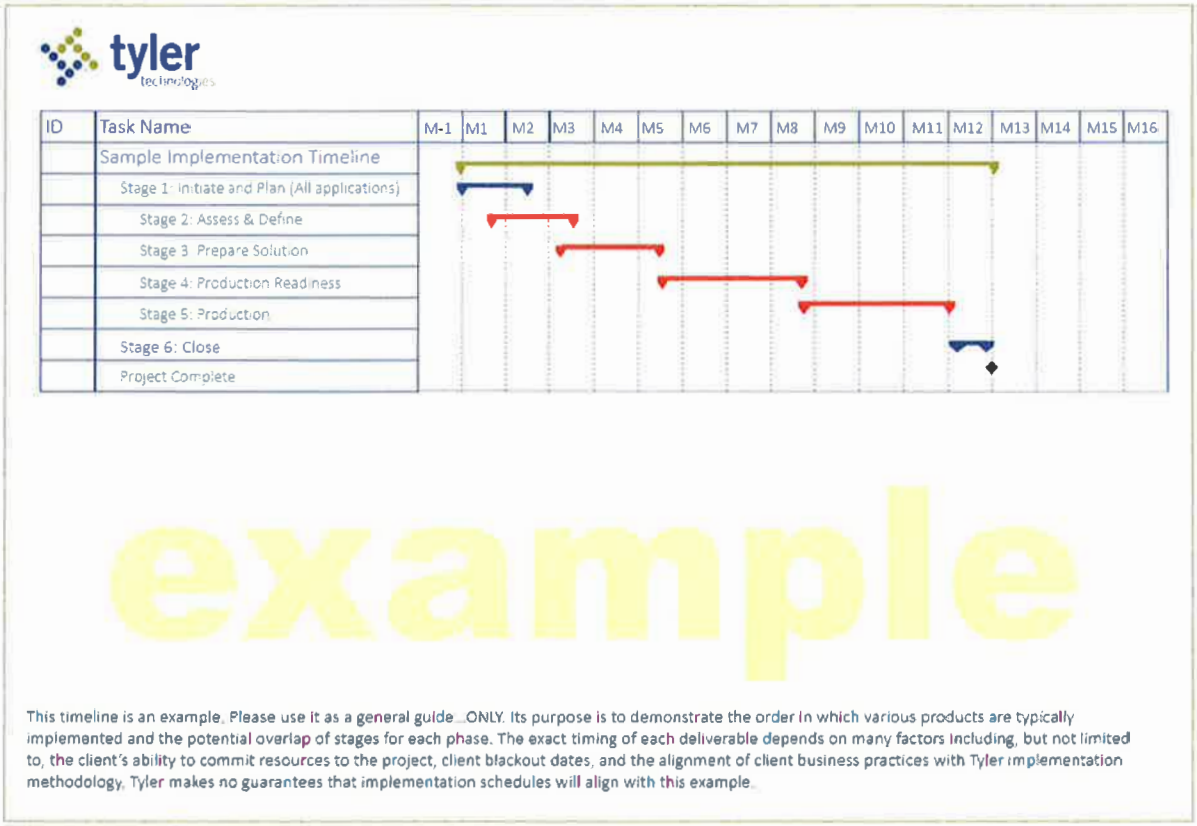
quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

10. Additional Appendices

10.1 This work package is not applicable.

11. Project Timeline

11.1 ERP Pro Financial Management Timeline



11.2 This work package is not applicable.

Prowers County Assessor and Treasurer

SOW from Tyler Technologies, Inc.

6/11/2024

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Assessor and Treasurer (collectively the "Project").

The overall goals of the project are to:

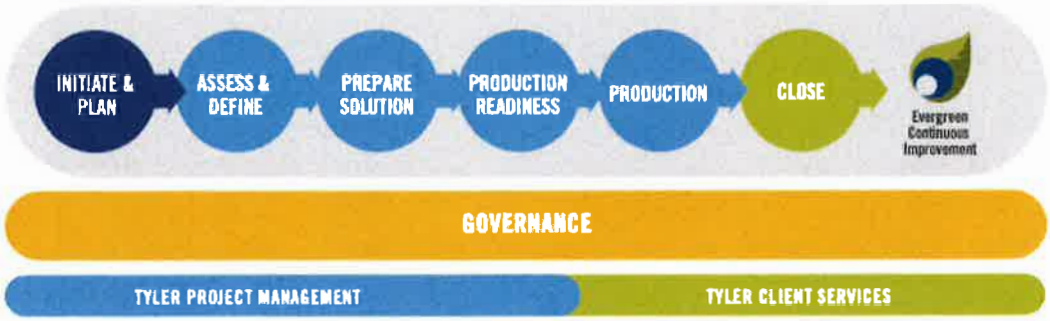
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Assessor and Treasurer and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Assessor and Treasurer's complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Assessor and Treasurer and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Assessor and Treasurer and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Assessor and Treasurer's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

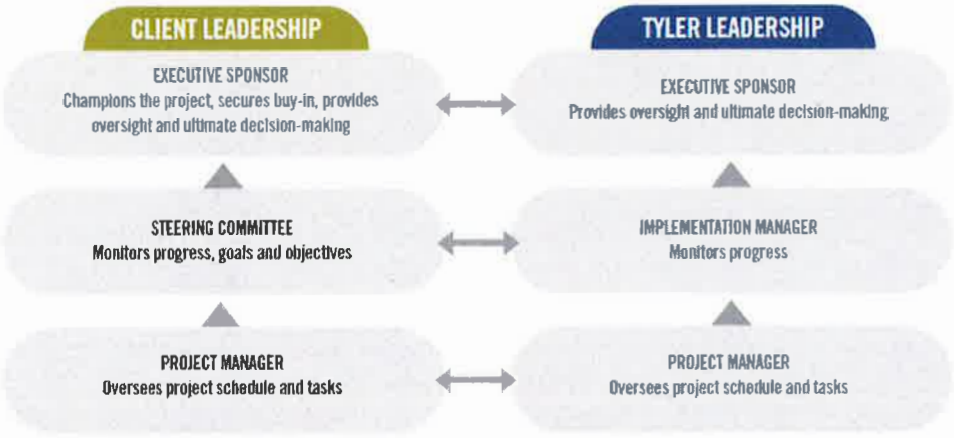
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Assessor and Treasurer collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Assessor and Treasurer Steering Committee become the escalation points to triage responses prior to escalation to the Assessor and Treasurer and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Assessor and Treasurer and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

Project Management Triangle



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Assessor and Treasurer; for example, the Assessor and Treasurer may decide it

no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Assessor and Treasurer, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Assessor and Treasurer will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Assessor and Treasurer). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Assessor and Treasurer office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Assessor and Treasurer will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Assessor and Treasurer feedback and approval on Project deliverables will be critical to the success of the Project. The Assessor and Treasurer project manager will strive to gain deliverable and decision approvals from all authorized Assessor and Treasurer representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Assessor and Treasurer department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Assessor and Treasurer shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Assessor and Treasurer does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Assessor and Treasurer does not agree the Deliverable or Control Point meets requirements, the Assessor and Treasurer shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Assessor and Treasurer shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Assessor and Treasurer does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Assessor and Treasurer and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Assessor and Treasurer, but are roles defined within the Project. It is common for individual resources on both the Tyler and Assessor and Treasurer project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Assessor and Treasurer 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Assessor and Treasurer 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Assessor and Treasurer management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Assessor and Treasurer, the Tyler Project Manager provides regular updates to the Assessor and Treasurer Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Assessor and Treasurer project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the Assessor and Treasurer project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Assessor and Treasurer and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Assessor and Treasurer any items that may impact the outcomes of the Project.
- Collaborates with the Assessor and Treasurer 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Assessor and Treasurer 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Assessor and Treasurer and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Assessor and Treasurer through software validation process following configuration.
- Assists during Go-Live process and provides support until the Assessor and Treasurer transitions to Client Services.
- Facilitates training sessions and discussions with the Assessor and Treasurer and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Assessor and Treasurer Roles & Responsibilities

Assessor and Treasurer resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Assessor and Treasurer Executive Sponsor

The Assessor and Treasurer executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Assessor and Treasurer steering committee, project manager(s), and functional leads to make critical business decisions for the Assessor and Treasurer.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Assessor and Treasurer Steering Committee

The Assessor and Treasurer steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Assessor and Treasurer project manager and Project through participation in regular internal meetings. The Assessor and Treasurer steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Assessor and Treasurer steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - Assessor and Treasurer Policies
    - Needs of other client projects

5.2.3 Assessor and Treasurer Project Manager

The Assessor and Treasurer shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Assessor and Treasurer Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Assessor and Treasurer project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Assessor and Treasurer project manager(s) are responsible for reporting to the Assessor and Treasurer steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Assessor and Treasurer project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Assessor and Treasurer and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Assessor and Treasurer staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Assessor and Treasurer resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Assessor and Treasurer technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Assessor and Treasurer Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Assessor and Treasurer project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Assessor and Treasurer resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 Assessor and Treasurer Power Users

- Participate in project activities as required by the project team and project manager(s).

- Provide subject matter expertise on the Assessor and Treasurer business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Assessor and Treasurer staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Assessor and Treasurer End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Assessor and Treasurer Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Assessor and Treasurer third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Assessor and Treasurer's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Assessor and Treasurer Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Assessor and Treasurer's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Assessor and Treasurer and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Assessor and Treasurer Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Assessor and Treasurer.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Assessor and Treasurer with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Assessor and Treasurer gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Assessor and Treasurer's team. During this step, Tyler will work with the Assessor and Treasurer to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Assessor and Treasurer project team.

STAGE 1	Initial Coordination																	
	Tyler								Assessor and Treasurer									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
Tyler project team is assigned	A	R	C	I	I	I	I		I		I							
Assessor and Treasurer project team is assigned									A	I	R	I	I	I				
Provide initial project documents to the Assessor and Treasurer		A	R	C			C		I		I							
Gather preliminary information requested			I						A		R	C		C		C	C	
Sales to implementation knowledge transfer		A	R	I	I	I	I				I							

Create Project Portal to store project artifacts and facilitate communication		A	R								I					

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Assessor and Treasurer to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Assessor and Treasurer Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Assessor and Treasurer's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Assessor and Treasurer Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Assessor and Treasurer with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	Assessor and Treasurer

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Assessor and Treasurer provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Assessor and Treasurer has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The Assessor and Treasurer is responsible for the installation, setup, and maintenance of all peripheral devices.

Objectives:

- Ensure the Assessor and Treasurer's infrastructure meets Tyler's application requirements.
- Ensure the Assessor and Treasurer's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Assessor and Treasurer



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Assessor and Treasurer Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Assessor and Treasurer team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				



Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Assessor and Treasurer
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Assessor and Treasurer business processes. This information will be used to identify and define business processes utilized with Tyler software. The Assessor and Treasurer collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Assessor and Treasurer team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Assessor and Treasurer team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Assessor and Treasurer for current and future state analysis.

STAGE 2	Solution Orientation																	
	Tyler								Assessor and Treasurer									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Assessor and Treasurer and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Assessor and Treasurer will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Assessor and Treasurer's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Assessor and Treasurer current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Assessor and Treasurer attendees possess sufficient knowledge and authority to make future state decisions.
- The Assessor and Treasurer is responsible for any documentation of current state business processes.
- The Assessor and Treasurer can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Assessor and Treasurer Source data
	Assessor and Treasurer Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Assessor and Treasurer Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Assessor and Treasurer representatives to identify business rules before writing the conversion.
- Assessor and Treasurer subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 This work package is not applicable.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Assessor and Treasurer against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Assessor and Treasurer can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Assessor and Treasurer

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Assessor and Treasurer Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Assessor and Treasurer Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Assessor and Treasurer will provide network access for Tyler modules, printers, and Internet access to all applicable Assessor and Treasurer and Tyler Project staff.
- The Assessor and Treasurer has technical infrastructure in place that meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the user of Licensed Software if the Assessor and Treasurer does not meet the minimum standards of Tylers's published specifications.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Assessor and Treasurer to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Assessor and Treasurer collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Assessor and Treasurer Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Assessor and Treasurer configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Assessor and Treasurer is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Assessor and Treasurer users on how to execute processes in the system to prepare them for the validation of the software. The Assessor and Treasurer collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Assessor and Treasurer understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																	
	Tyler								Assessor and Treasurer									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Assessor and Treasurer Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Assessor and Treasurer-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Updated solution validation test plan	
	Completed Assessor and Treasurer-specific process documentation (completed by Assessor and Treasurer)	

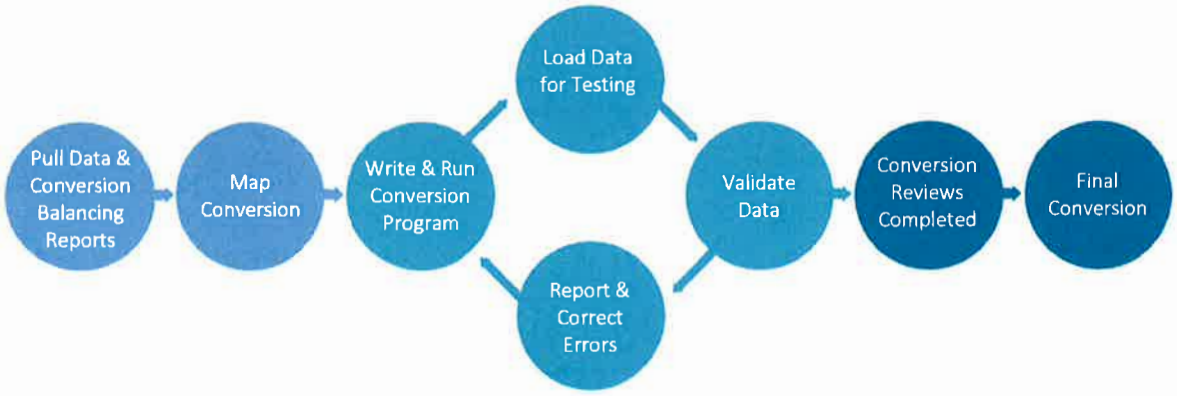
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Assessor and Treasurer's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Assessor and Treasurer will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Assessor and Treasurer to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Assessor and Treasurer

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Assessor and Treasurer will provide a single file layout per source system as identified in the investment summary.
- The Assessor and Treasurer subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Assessor and Treasurer project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Assessor and Treasurer team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Assessor and Treasurer to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Assessor and Treasurer verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Assessor and Treasurer organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Assessor and Treasurer

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Assessor and Treasurer updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Assessor and Treasurer will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Assessor and Treasurer has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Assessor and Treasurer will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness

	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Assessor and Treasurer

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Assessor and Treasurer specific business process documentation. Assessor and Treasurer-led training labs using Assessor and Treasurer specific business process documentation if created by the Assessor and Treasurer can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Assessor and Treasurer is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Assessor and Treasurer-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Assessor and Treasurer signoff that training was delivered

Work package assumptions:

- The Assessor and Treasurer project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Assessor and Treasurer as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Assessor and Treasurer departments.
- The Assessor and Treasurer will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.

- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Assessor and Treasurer will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Assessor and Treasurer to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Assessor and Treasurer and Tyler will complete work assigned to prepare for Go-Live.

The Assessor and Treasurer provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Assessor and Treasurer manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Assessor and Treasurer during Go-Live activities. The Assessor and Treasurer transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Assessor and Treasurer data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Provide final source data extract, if applicable			C		C						A					R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C		C
Proof final converted data, if applicable			C	C	C						A	R		C		
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C		
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Assessor and Treasurer confirms data is available in production environment

Work package assumptions:

- The Assessor and Treasurer will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Assessor and Treasurer business processes required for Go-Live are fully documented and tested.
- The Assessor and Treasurer Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Assessor and Treasurer Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Assessor and Treasurer onto the Tyler Client Services team, who provides the Assessor and Treasurer with assistance following Go-Live, officially transitioning the Assessor and Treasurer to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Assessor and Treasurer teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	Assessor and Treasurer

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Assessor and Treasurer to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Assessor and Treasurer

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Assessor and Treasurer transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Assessor and Treasurer for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Assessor and Treasurer teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Assessor and Treasurer								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Assessor and Treasurer
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Assessor and Treasurer may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Assessor and Treasurer teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																	
	Tyler								Assessor and Treasurer									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Assessor and Treasurer and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Assessor and Treasurer acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Assessor and Treasurer will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Assessor and Treasurer Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Assessor and Treasurer project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Assessor and Treasurer is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Assessor and Treasurer to make process changes.
- The Assessor and Treasurer is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Assessor and Treasurer is responsible for managing Organizational Change. Impacted Assessor and Treasurer resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An

important part of change is ensuring that impacted Assessor and Treasurer resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Assessor and Treasurer resources will participate in scheduled activities as assigned in the Project Schedule.
- The Assessor and Treasurer team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Assessor and Treasurer will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Assessor and Treasurer will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Assessor and Treasurer makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Assessor and Treasurer will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Assessor and Treasurer will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Assessor and Treasurer is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Assessor and Treasurer representatives to identify business rules before writing the conversion. The Assessor and Treasurer must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Assessor and Treasurer will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Assessor and Treasurer Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Assessor and Treasurer is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Assessor and Treasurer will provide dedicated space for Tyler staff to work with Assessor and Treasurer resources for both on-site and remote sessions. If Phases overlap, Assessor and Treasurer will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Assessor and Treasurer will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

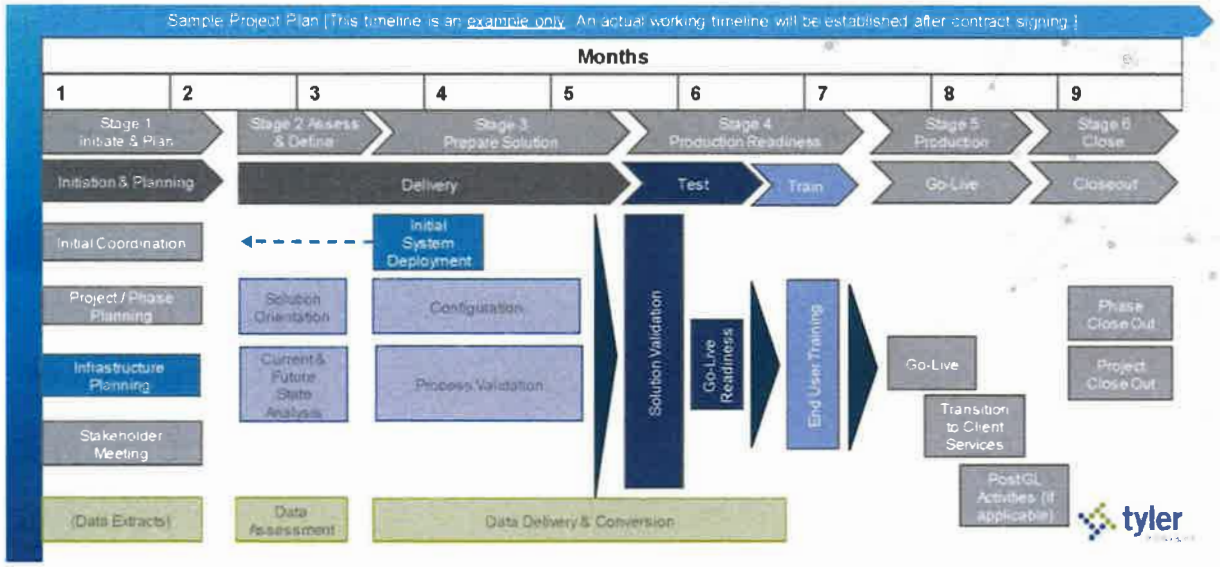
9. Conversion

10. Additional Appendices

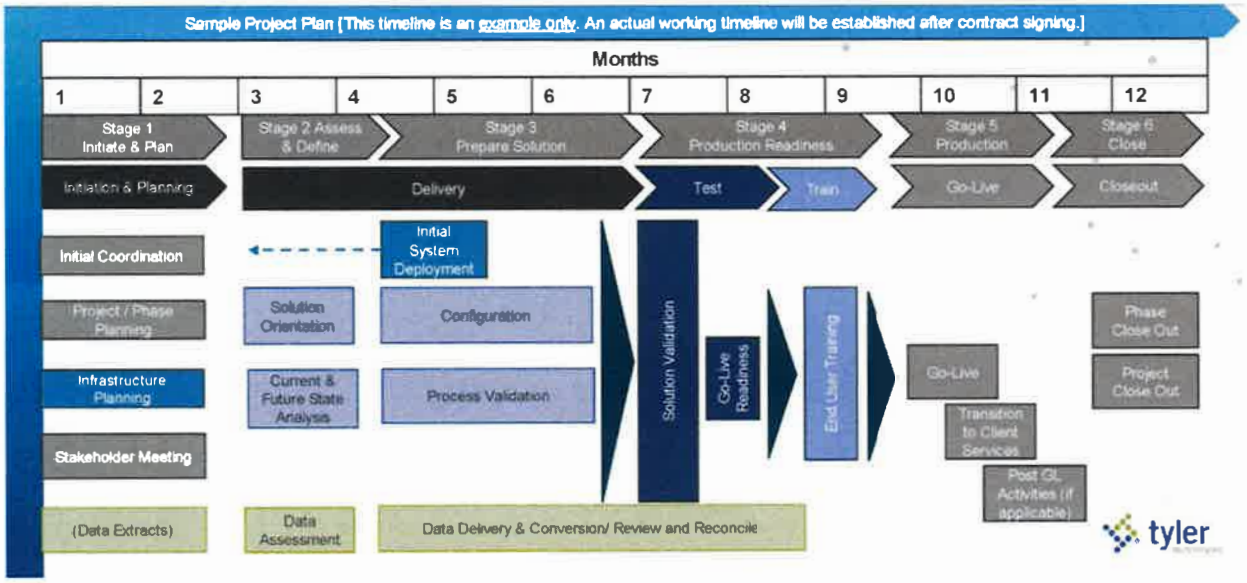
10.1 This work package is not applicable.

11. Project Timeline

11.1 Sample Enterprise Records Management Timeline



11.2 Sample Assessor Plus Timeline



Prowers County CO SaaS 060324

Final Audit Report 2024-06-06

Created:	2024-06-06
By:	Albert Mendoza (albert.mendoza@tylertech.com)
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PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/11/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/5/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of letter of support for Southeast Colorado Regional Housing Authority (SECHRA) and Crowley County for a Prop 123 Local Planning Capacity Grant through DOLA.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Board of County Commissioners

Prowers County

301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

THOMAS GRASMICK
FIRST DISTRICT

RON COOK
SECOND DISTRICT

WENDY BUXTON-ANDRADE
THIRD DISTRICT

June 11, 2024

State of Colorado
Department of Local Affairs
Denver, CO

RE: Crowley County – Southeast Colorado Regional Housing Authority (SECRHA)
Prop 123 Local Planning Capacity Grant

To Whom It May Concern:

The Board of County Commissioners of Prowers County voted to opt-in to the Prop 123 initiative to further housing in the region and has worked with regional local governments to adopt housing strategies developed as a result of the Prowers County Regional Innovative Housing Opportunity Planning (IHOP) grant currently being completed by Prowers County and Southeast Colorado Enterprise Development, Inc. (SECED). Thus far, through the IHOP grant, SECED has been successful in forming the Southeast Colorado Regional Housing Authority (SECRHA) and regional support to opt into Prop 123 by 22 of 31 local governments for the development of affordable housing.

This progress comes on the heels of a 111-unit housing development completed by SECED and Prowers County, that is currently supplying families with clean, efficient, and affordable housing in 10 communities spread across 6 counties. Prowers County is excited to participate in continued housing development efforts for our community's housing needs.

The SECRHA will provide opportunities to again collaborate regionally to develop affordable housing by accessing Prop 123 funding opportunities, to identify needs, leveraging publicly controlled land assets and our limited funds for the development of affordable housing. Our communities have come together to share one regional executive director to manage across the 6-County region our future housing efforts over the coming years. Our community is committed to working with the region to rehabilitate and build new housing units in our community to meet our Prop 123 baseline housing goals.

The impact to our small and rural communities will be so valuable and will result in the ability to participate in Prop 123 by utilizing the SECRHA capacity without increased funding pressure to local and county governments who have limited budgets and staff capacity.

Therefore, the Board of County Commissioners of Prowers County submits this letter in support for Crowley County to apply for the Prop 123 Local Planning Capacity Grant program on behalf of the SECRHA in collaboration with SECED.

We appreciate the support of the State of Colorado and the programs that it offers to encourage affordable housing across our great State.

Thank you,

Board of County Commissioners for Prowers County, Colorado

_____

Ron Cook, Chair

_____

Thomas Grasmick, Vice-Chair

_____

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 11, 2024

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/03/24

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: None

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval of a Letter of Intent to partner with Kit Carson County for the Colorado WIC Program and authorizing Public Health Director, Meagan Hillman to execute the Letter.

Justification or Background: This is required for us to continue our WIC program and must be submitted with our proposal. There is no monetary output for Prowers WIC, the state will pay Kit Carson County to provide the services that we lost with Ryann's departure. (We also have funding cut so cannot afford the listed roles in the letter)

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

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

Approved by the County Attorney on: 6-5-24
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

Colorado WIC Program
Colorado Department of Public Health and Environment
Attention: Heidi Hoffman, COWIC Director
4300 Cherry Creek Drive South
Denver, Colorado 80246

Dear Director Hoffman:

We are writing to express our support for the partnership between Prowers County Public Health and Environment (PCPHE) and Kit Carson County Public Health for the purpose of sharing resources, creating greater capacity, maximizing budget efficiencies, and meeting service standards for the Colorado WIC Program.

Leadership and staff at Prowers County WIC recognize the importance of providing high-quality services to WIC clients and believe that collaboration with other agencies can enhance our ability to meet the diverse needs of our community.

In support of the application for a contract to operate the Colorado WIC Program, the management/leadership of PCPHE submits this letter noting our intent to partner with Kit Carson County Public Health for the provision of the following WIC services:

The roles of WIC Director and WIC High-Risk Counselor and Breastfeeding Coordinator will be shared across Agencies.

Our Partnership will involve:

1. Sharing the responsibilities of the WIC Director, WIC High-Risk Counselor, and Breastfeeding Coordinator between our organizations.
2. Establishing clear communication channels and collaboration mechanisms to ensure effective teamwork and coordination.
3. Conducting regular evaluations and reviews to assess the effectiveness of the partnership and make any necessary adjustments.

Defining specific operational roles and responsibilities through a Memorandum of Understanding to be approved by both governing boards.

We understand that successful partnerships require careful planning and ongoing communication, and we are committed to working collaboratively with Kit Carson County Public Health to ensure the success of this initiative. Within thirty (30) days after the execution of the FFY2025 COWIC contract, PCPHE commits to submitting a fully-executed Memorandum of Understanding or similar agreement with all relevant partnership details.

Sincerely,

Meagan L Hillman PA-C, MBA
Director PCPHE